

complaint

Mr E complains about a car which he purchased with finance from Moneybarn Limited.

background

Mr E purchased a car in June 2016 and entered into a conditional sale agreement with Moneybarn.

In July 2016 the car had a water leak. Mr E had the water pump repaired at a local garage. In August 2016 there was a problem with the engine oil cooler and gasket. Again, Mr E had this repaired at a local garage. Mr E didn't tell Moneybarn about either of these problems.

In February 2017 Mr E contacted Moneybarn and reported a rattling noise. Mr E subsequently provided an invoice and report from Malmar Motors which showed problems including the drive chain and camshaft. The garage said that it suspected that the problems had been developing for some time and were due to poor maintenance.

The investigator did not uphold the complaint. She said that the problems with Mr E's car were caused by wear and tear in line with the age and mileage of the car.

Mr E didn't agree. He says that he's only driven the car 8000 miles since he purchased it and that it had problems from the outset.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

When Mr E purchased the car it was 6 years old and had covered almost 105,000 miles. It didn't have a full service history. Mr E drove the car for 8 months and covered around 8000 miles before the fault materialised in February 2017.

If there's evidence to suggest that the fault was present at the time of purchase, then Moneybarn could be held liable. There's a presumption that if a fault arises within 6 months of purchase, it was inherent at the time of purchase.

In this case, Mr E didn't report the fault within the first 6 months, so it's up to him to prove that the fault was present or developing in June 2016.

I've looked at the report from the garage. This suggests that there were several problems with the car, probably due to poor maintenance. But it doesn't say that the fault was present at the date of purchase. So I can't safely conclude that the fault was present at the time of sale and therefore I'm unable to find that Moneybarn are liable.

Taking all of the circumstances of this case into account, I think it's likely that the problems with the car arose as a result of wear and tear. Given the age and mileage of the car, and taking into account the use that Mr E had from the vehicle before the problems arose, I think it's reasonable to expect a degree of wear and tear, and I won't be asking Moneybarn to do anything.

my final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 9 October 2017.

Emma Davy
ombudsman