

complaint

Mrs C has complained that the car she bought under a conditional purchase agreement with Moneybarn Vehicle Finance Ltd was not of satisfactory quality.

background

Mrs C entered into a conditional sale agreement with Moneybarn in October 2011, for the purchase of a car. It broke down in February 2014 and the repairs would cost over £3,000. Mrs C could not afford it and was also incurring storage fees, so she decided to terminate the agreement. Accordingly, Moneybarn took the car back to sell on.

Mrs C feels she has paid for a car she no longer has, and also owes an outstanding payment to Moneybarn. She considers this to be unfair, as the car must have been faulty when she bought it.

The adjudicator did not recommend that the complaint should be upheld, on the basis that there was no evidence the car had been faulty when Mrs C bought it. As she disagreed, the complaint has been passed to me for my final decision.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Although I can see from a report from Mrs C's garage that the car was faulty when Mrs C terminated the agreement, it does not show that it was faulty at point of sale. Nor have I seen any other evidence that this was the case. I am persuaded, by the fact that Mrs C had the car for nearly two and a half years before it broke down, that it was unlikely to have been faulty at point of sale.

Accordingly, I am satisfied that Moneybarn was entitled to sell on the car and to request the outstanding balance from Mrs C, as per the terms and conditions of the conditional sale agreement. For the same reason, it is entitled to keep the payments Mrs C had made before she terminated the agreement.

my final decision

For the reasons given above, it is my final decision not to uphold this complaint. I make no award against Moneybarn Vehicle Finance Ltd.

Elsbeth Wood
ombudsman