

## **complaint**

Ms N complains about a car she obtained through a conditional sale agreement with Moneybarn No. 1 Limited.

## **background**

Ms N bought the car second hand in October 2016 for £6,849 (excluding the cost of the credit). At the time, the car was 7 years old and had covered around 36,000 miles. Since getting the car, Ms N says it's broken down three times - once in January 2017, again in March 2017 and more recently after she brought her complaint to our service. Ms N believes there are problems with the car's gears, excessive oil consumption and its ability to remain idle (not cut out) when temporarily stationary. In March 2017 Ms N got in touch with Moneybarn to raise her concerns. A number of tests and inspections followed and based on the results Moneybarn concluded that there wasn't a fault with the car and that any problems with it were due to wear and tear.

Ms N doesn't agree with this and thinks the car wasn't fit for purpose when she bought it. She'd like the car inspected by a dealership authorised by the car's manufacturer and for any problems to be resolved by Moneybarn.

Our investigator looked into the complaint. He didn't recommend that Moneybarn do anything differently. As the complaint couldn't be resolved informally it's been passed to me to make a final decision.

## **my findings**

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

As Ms N bought the car through a conditional sale agreement, under the relevant law Moneybarn are liable if it wasn't of satisfactory quality at the time of sale. With this in mind I've thought about whether there is a fault with the car that was likely to be present at the time of the sale.

When the car broke down the first time Ms N took it to the dealership she bought it from. At that point Ms N was told the cause of the break down was due to the car having no oil and corrosion of the spark plugs. As a result, oil was added to the car and four spark plugs were replaced. When it broke down again in March Ms N got in touch with Moneybarn. They agreed to pay for a diagnostic test with the car's manufacturers and a further compression test. I've looked through the test results and they show that the car was recorded as operating properly, with no specific issues being identified.

As Ms N was still unhappy with the how the car was operating after the diagnostic and compression tests, Moneybarn organised for an independent inspection of the car in April 2017. The inspector recorded that there were no indications of oil loss and stated that the car did *"hunt a little in idle to a near stalling point in one instance, but would then pick back up to normal levels"*. Generally it was concluded that there weren't any underlying issues with the car, it was *"fit for purpose"* and of *"satisfactory quality for its age and reported mileage"*.

Ms N has told us that she isn't confident in the findings of the April inspection noting that the inspector didn't bring any diagnostic equipment and that the problems with the car only surface once it's been driven for a while. I understand the points she's making but I haven't seen evidence to suggest the report author lacks the expertise to decide the best way to examine the car. They have outlined in a fairly detailed report their findings following a test drive of the car. With this in mind, I'm satisfied the independent report provides an accurate overview of the state of the car at the time of inspection. I also note that the car has undergone two recent MOTs. The first was in April 2016 (6 months before Ms N bought it) and the second was in April 2017. The car passed both of these vehicle safety tests and the accompanying notes don't record any issues with the oil or the idle problems that Ms N has complained about.

In September this year Ms N sent us a short report from F garage who she asked to look at her car. It states "...customer complained vehicle cuts out randomly and using lots of oil, read ECU found fault (2870 vanos inlet Actuator Movement) Possible sensor or timing chain issue further investigation required." Ms N feels strongly that the report show there's been a fault with the car all along. I accept the garage's findings state there's *now* a possible problem with the car's sensor or timing chain but the report doesn't indicate that this was an existing problem when Ms N bought the car. It also doesn't show it isn't an issue that has just developed. Overall I don't think it would be fair to direct Moneybarn to pay for another inspection, purely based on the content of what F garage and Ms N have said.

I'm sorry that Ms N has been experiencing problems with her car. I know she uses it regularly and relies on it to get to work. But while I understand she feels the car isn't functioning properly, I'm not able to direct that Moneybarn fix it based on the information that's been provided. There isn't enough evidence to show the car had an inherent fault when she bought it that means it wasn't of satisfactory quality. It seems more likely, bearing in mind the car's age and the mileage it's covered, that the issues that have arisen are as a result of usage – so wear and tear.

### **my final decision**

I don't uphold Ms N's complaint against Moneybarn No.1 Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms N to accept or reject my decision before 13 November 2017.

Tope Adeyemi  
**ombudsman**