

## **complaint**

Mr B complains that a car he bought using finance provided by Moneybarn No 1 Limited was not of satisfactory quality when it was sold to him. He says that as the car is now worth very little, Moneybarn should write off the remaining finance.

## **our initial conclusions**

Our adjudicator did not think she could uphold Mr B's complaint. She told him why – but he did not accept her view. He asked for an ombudsman's 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 and based on what I have seen, I will not be asking Moneybarn to do anymore either.

Moneybarn supplied the finance that Mr B used to buy his car. If the car had problems from the beginning that meant it was not of satisfactory quality when Mr B bought it. In those circumstances I would expect Moneybarn to sort this out. This is because taking account of the rights Mr B has under the Consumer Rights Act 2015, I'd think this was a fair and reasonable conclusion.

Mr B says that the faults in the car were present from the beginning – but Moneybarn disagrees. It says the first it heard of any faults was some 18 months later when Mr B first complained.

When Mr B bought the car in January 2016, it was already seven years old and had covered just over 100,000 miles. So, it would be fair to expect that it would have shown signs of considerable wear and tear compared to, let's say, a car which was only three years old and had only covered 30,000 miles.

I can see that some repair work was carried out over the following two months – heater, radio, air conditioning – but no mention of an engine fault. And it is the engine fault which, Mr B says, makes this car of unsatisfactory quality. Mr B has submitted a number of diagnostic reports but an independent report was never commissioned to look at the fault or what the cause may be.

Mr B says that almost immediately, the car began to cut out – and that this happened on the motorway when he had his family with him. But I have seen nothing in any of the diagnostic reports which Mr B has presented that shows that this particular problem has been highlighted and fixed (or needs fixing).

I know Mr B submits that even the manufacturer has been unable to get to the bottom of it – but that it (the manufacturer) agrees that there is a problem. And I accept that there is mention of a fault with the engine – but not one which causes it to cut out and not one which, I'm afraid, leads me to conclude that the car was not of satisfactory quality when it was bought.

I also remind myself that over a seven month period (where this fault is said to have been occurring), Mr B drove a further 10,000 miles.

With regards the faults and repairs which have been evidenced by the reports, and taking into account the age and usage of the vehicle, I think it would be fair to say that these are as a result of wear and tear and are to be expected of a second hand car, rather than matters which make it of unsatisfactory quality.

I know the adjudicator has addressed a number of reasons why she *doesn't* think that Mr B has breached the terms of the agreement. I won't rehearse those here other than to say that I agree with the comments made. The modifications and taking the car abroad are not actions which I think can be considered to have breached the terms of the agreement.

However, Mr B has fallen into arrears in his agreement and Moneybarn has subsequently terminated it. It now seeks the return of the car so that it can be sold.

I have carefully considered everything that Mr B has said in support of his complaint but I don't think Moneybarn has acted unfairly in terminating the agreement due to arrears – and I don't think there is evidence to show that the car was of unsatisfactory quality at the point of sale. So, for this reason I cannot uphold Mr B's complaint.

### **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 B to accept or reject my decision before 5 March 2018.

Shazia Ahmed  
**ombudsman**