

complaint

Mr T complains about problems he's experienced with a used car he bought with finance from Moneybarn Vehicle Finance Ltd.

background

Mr T bought the car in April 2016. He later complained to MVF about the problems he was experiencing with it. And, being unhappy with its response, he complained to this service.

Our investigator thought Mr T's complaint shouldn't be upheld.

Mr T disagreed with the investigator's conclusions, so the matter's been referred 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.

I've decided not to uphold Mr T's complaint and I'll explain why.

I see Mr T complained about a number of issues with his car. But I also see he's particularly concerned about an issue with the automatic transmission system. So, my decision concentrates on that matter.

Mr T says he first reported the problem with the automatic transmission after two weeks. He says it's only apparent when the car's been driven for at least an hour and the engine's hot. But he says when the independent inspection was carried out, the inspector only drove the car for around 20 minutes. And he says that wasn't long enough for the fault to appear.

Mr T also says he's now had a further inspection carried out. He says it shows when drive's selected the transmission's kicking and not selecting smoothly. And this fault gets progressively worse when the car's warm and it becomes more erratic and harsh the hotter it gets. Mr T says this report concluded the gearbox has probably been slipping internally and the oil pressure's not sufficient for it to operate correctly.

In addition, Mr T says he's been told the problem's likely to cost around £4,000 to repair. And he says the fault's been there since he bought the car. So, he says it wasn't fit for purpose when he bought it and that means MVF's responsible for the fault under the Consumer Rights Act.

So, Mr T says he wants MVF to repair his car, refund the cost of reports he's obtained and compensate him for the time and stress this matter's cost him. And he says he wants it to reassess the market value of the car and rewrite his finance agreement on that basis.

I see the independent inspection MVF arranged found that from a physical inspection and road test, there was no evidence of any of the issues Mr T had raised. And the report concluded the overall condition of the car was considered fair and reasonable and the car was considered to be fit for purpose and of satisfactory quality for its age and reported mileage.

I also see the same inspector was later shown the report of the independent inspection Mr T arranged which I've referred to above. In response, the inspector said gearbox issues can occur suddenly and at any time. And there was no specific evidence noted at the time of its inspection, or when the inspection Mr T arranged was carried out, to suggest the symptoms were present or developing at the point of sale. So, the inspector says that would lead to the conclusion that the car was fit for purpose and of satisfactory quality when Mr T bought it. And the mileage covered since the date of purchase is sufficient for any issues to have developed post sale.

I note Mr T's referred to the Consumer Rights Act. And he's right that it says a fault occurring in the first six months of ownership is presumed to have been present or developing when the goods were bought. But that presumption only applies if there isn't evidence indicating a fault wasn't present or developing at that time. And that's why the expert evidence is so important in this case.

I acknowledge Mr T feels very strongly about this matter and I've sympathy for him. I also acknowledge he says he took his car to the garage about this issue within two weeks of buying it. But I see there's no evidence of any inspection or diagnostic test having been carried out at that stage. And, whilst the inspection Mr T later arranged indicates there's now a fault with the transmission, the report doesn't conclude it was present or developing when Mr T bought the car. And the inspection arranged by MVF is very clear in its conclusion that the car was fit for purpose and of satisfactory quality when Mr T bought it. And that the mileage covered since the date of purchase is sufficient for any issues to have developed post sale.

So, in these circumstances, I don't have enough information to conclude the problems Mr T's experienced with his car are the result of faults which were present or developing when he bought it. And this means I can't uphold his complaint.

my final decision

I don't uphold Mr T's complaint against Moneybarn Vehicle Finance Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 3 July 2017.

Robert Collinson
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