

complaint

Mr D complains that Moneybarn No. 1 Limited supplied a used car of unsatisfactory quality under a finance agreement.

background

Mr D got this car in June 2016. He says it started to show signs of engine trouble within months and he visited a number of different garages to try to locate the problem. He paid for replacement spark plugs and coil packs towards the end of 2016. But more work was needed in February 2017, when he complained to Moneybarn.

Mr D paid nearly £200 in March 2017 for a full diagnostic check that found a faulty cam sensor which he thinks is related to the previous issues. And he's also paid for work to the brakes and replaced tyres. Mr D considers Moneybarn should be responsible for the car until he's repaid the finance so it should refund the cost of these repairs.

Moneybarn says the issues Mr D experienced are the result of normal wear and tear. And, given the miles he's covered since he got the car, these aren't likely to have been present or developing at the point of sale and it shouldn't have to pay for them.

Our investigator says there's no evidence that the issues Mr D complains about were present before he got the car. He notes Mr D has driven the car nearly 16,000 miles in eight months. And he thinks it likely that the issues complained about would have appeared sooner if they had been present from the outset. Our investigator isn't persuaded it would be fair to hold Moneybarn responsible for repairs in these circumstances so he doesn't recommend the complaint should be upheld.

Mr D disagrees. He accepts tyres and brakes are wear and tear items. But he thinks Moneybarn should pay for repairs from December 2016 – or at least contribute something on the grounds that the car was probably faulty from the start.

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 can see that Mr D has strong feelings about what happened here and I want to assure him that I have taken everything he's said into account. I am sorry to disappoint Mr D but I have reached much the same conclusions as our investigator for substantially the same reasons.

Some of the evidence here is incomplete, inconclusive or contradictory. When it is, I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in the light of the available evidence and the wider circumstances.

Like our investigator, I am satisfied that the relevant legislation here is the Consumer Rights Act 2015. This says Moneybarn, as the finance provider, was obliged to ensure the car was of satisfactory quality when Mr D got it. But, that doesn't mean Moneybarn is responsible for every fault found or repair needed throughout the duration of the finance agreement.

The level of quality that is "satisfactory" for a used car is what a reasonable person would expect taking all of the relevant circumstances into account – such as the age, price paid

and mileage. This car was about 6 years old, cost nearly £13,000 and had 48,000 miles on the clock when Mr D acquired it. As such I think a reasonable person wouldn't expect it to be of the same quality as a new car - and understand there's likely to be some wear and tear, so parts might need to be replaced or repaired over time.

Mr D says there were early signs that the car was faulty. I have considered the car's service and MOT history as well as repair invoices and other information from several third party garages that worked on it. The car was serviced in November 2016 and the mileage is recorded as just over 58,000 at that point. Mr D says he paid for some repairs before the service but I haven't seen any evidence of that.

I'm satisfied the repair costs Mr D asks to have reimbursed now relate to issues that appeared after he'd driven this car at least 10,000 miles. I think it is unlikely Mr D could have driven the car so far if the issues he complains about had been present when he got the car. On balance, I consider it is more likely they've developed since, as a result of wear and tear. And I am not persuaded it would be fair or reasonable for me to find that Moneybarn should reimburse the cost of repairs or do anything further in response to this complaint.

I realise Mr D is likely to feel let down by my decision. He says paying for repairs has caused him to experience financial difficulties affecting his ability to meet his monthly finance payments. I'm sorry to hear about the situation Mr D finds himself in. If Mr D is still struggling financially he may wish to contact a free source of money advice for some help. Our investigator can provide some more information about that if he'd like it. And I remind Moneybarn of its obligations to treat customers who are experiencing financial difficulties sympathetically and positively going forwards.

my final decision

My decision is I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 22 September 2017.

Claire Jackson
ombudsman