

## **complaint**

Mr C complains that he's had problems with a car he got through a conditional sale agreement with Moneybarn No. 1 Limited (Moneybarn). He wants Moneybarn to take the car back and write off his debt.

## **background**

Mr C says that he had a problem with the clutch as soon as he got the car in June 2016. Then a few weeks later had problems starting the car up. He says he left this for a while but it continued to be a problem

Moneybarn says Mr C only raised issues nine months after he got the car. So the onus was on Mr C to prove there were issues at the point of sale. Mr C got an independent report but Moneybarn felt this didn't clarify the faults Mr C said he was having. And didn't conclude there were issues at the point of sale. It felt any problems were due to wear and tear for which it wasn't responsible.

Our investigator initially upheld the complaint. He didn't feel there was evidence the problem with the ignition was there at the point of sale. But felt Mr C wouldn't have bought the car if he had been aware there was a recall notice on the car.

He recommended that Moneybarn:

- Take back the car at no cost to Mr C.
- Cancel the agreement and discharge any liability for Mr C.
- Remove the record of the agreement with the Credit Reference Agencies.

Mr C accepted this view but Moneybarn didn't. It showed that Mr C had been contacted about the recall shortly after he bought the car. And the car had been successfully repaired in July 2016.

As a result of this new information our investigator changed his view and no longer upheld the complaint.

Mr C didn't accept this outcome and asked for an Ombudsman review.

## **my findings**

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

Mr C took out a conditional sale agreement with Moneybarn in June 2016. This was for an eight year old car with a mileage of 78,534. Mr C has told us he had problems with the clutch at the beginning and then ongoing problems with the ignition. Unfortunately he didn't raise these problems with Moneybarn until March 2017 – nine months after he had the car. So Moneybarn is right to say the onus was then on Mr C to prove there was a problem at the point of sale.

Mr C commissioned an independent report. Moneybarn doesn't feel this clarified what the problem was or that there were issues at the point of sale. I've seen the report. It does note some issues with the column steering, vehicle diagnostic system, electronic control unit and

electrohydraulic power steering. But just notes these are abnormal, invalid or intermittent. I agree with Moneybarn the report doesn't clarify what the problem was Mr C was having. And importantly doesn't give any indication if any issue would've present at the point of sale.

On the basis of the report I can't fairly conclude there was an issue at the point of sale for which Moneybarn is responsible. It's unfortunate but problems can occur with used vehicles. I think the most likely cause is wear and tear which wouldn't be grounds for me to ask Moneybarn to take back the car and write off Mr C's debt.

Mr C has raised another issue which he didn't initially note on his complaint form to us. He does seem to have raised this with Moneybarn but it wasn't addressed in Moneybarn's final response letter. As Moneybarn has now responded to this issue I think it's appropriate I deal with this here.

The issue is in relation to a product recall which Mr C said he wasn't aware of when he bought the car.

Moneybarn has told us that the vehicle underwent the necessary recall repairs in July 2016. I don't know if Mr C would've been aware there was a product recall when he took out his agreement. But I agree with Moneybarn's view that as Mr C didn't raise any concerns until March 2017 this problem must have been resolved to Mr C's satisfaction.

Moneybarn has also given us information to show there was another product recall leading to recall repairs this time in January 2017. Again Mr C doesn't seem to have raised any issues with this repair at the time. As Mr C seems to have accepted the repairs linked to the product recalls I don't think the fact there have been product recalls is reason for me to ask Moneybarn to take back the car and write off the debt as Mr C has asked.

### **my final decision**

My final decision is that I don't uphold this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 23 November 2017.

Bridget Makins  
**ombudsman**