

## **complaint**

Mr W acquired a used car in May 2016, by means of a conditional sale agreement with Moneybarn Limited. He complains that his car was not fit for purpose at the point of sale, and he wants Moneybarn to accept its rejection.

## **background**

Mr W reported faults with his car within 30 days of the point of sale. He obtained a report on the car's condition from a local garage, and complained to Moneybarn.

Moneybarn said the local garage's report was insufficient evidence to justify rejection, and so it did not uphold his complaint. Mr W then referred his complaint to us.

Moneybarn told us that it was willing to pay for an inspection of Mr W's car, by an accredited independent organisation. It arranged for this inspection to take place in November 2016.

The independent inspector reported that, in his expert opinion:

- The general condition of Mr W's car was consistent with its age and mileage travelled
- The faults identified by Mr W were the result of fair wear and tear
- The car had been of satisfactory quality and fit for purpose at the point of sale

Based on this report, our adjudicator did not think the complaint should be upheld. He noted Mr W had been advised that the car could be repaired under the terms of its warranty, and he invited Mr W to consider this way forward.

Mr W disagreed with our adjudicator, and asked for his complaint to be reviewed by an ombudsman. He said:

- The faults exhibited by his car after only a couple of weeks and not very many miles were too extensive to be accepted as wear and tear
- The warranty only covers costs up to £1,000, and he expected the repairs needed to his car would cost several thousands of pounds

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Where evidence is incomplete, inconsistent or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence and wider circumstances.

Moneybarn has a responsibility to ensure that goods of satisfactory quality, and corresponding to their description, have been supplied. This means that a reasonable person would have regarded the goods as satisfactory, taking into account all relevant circumstances, which for cars include age and mileage travelled. But there are limits to Moneybarn's responsibilities. In particular, faults must be present or developing at the point of sale.

Under the Consumer Rights Act 2015, if goods are not of satisfactory quality at the point of sale, the customer has for 30 days a specific right to reject them. Mr W sought to exercise this right within the required timescale, but the independent inspector's opinion is that Mr W's car was of satisfactory quality when he acquired it.

I sympathise with Mr W, who disagrees with the inspector's opinion. But we are not the experts in these circumstances and, as our adjudicator pointed out, we rely on the expertise of accredited independent organisations. And so, on balance, I find that I am unable to agree with Mr W's view.

This means that I have come to the same conclusion as our adjudicator, for the same reasons.

### **my final decision**

For the reasons explained above, 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 W to accept or reject my decision before 19 January 2017.

Roy Mawford  
**ombudsman**