

complaint

Mr H complains that a car he financed through Moneybarn No.1 Limited ("Moneybarn") was not of satisfactory quality.

background

Mr H took receipt of a used car in March 2017. He financed the deal through a conditional sale agreement with Moneybarn but he complains that since he took receipt of the vehicle, it's experienced several expensive breakdowns.

He says a fuel injector failed in June 2017 and the dealership repaired this free of charge. But since then, he says he's had to pay for repairs to the clutch and flywheel; the clutch pedal sensor; the brakes; an air conditioning pump and, more recently in May 2018, the cam belt snapped. He says all of this has cost more than £3,500.

Moneybarn didn't accept responsibility for the faults. They explained that, in their opinion, the faults were due to normal wear and tear that could be expected on a vehicle of this age and mileage.

So Mr H brought his complaint to this service and our investigator took a look at the evidence. She agreed with Moneybarn and was also persuaded that the faults were most likely due to normal wear and tear and as there was no evidence to suggest the faults were there, or developing, at the point of sale, she didn't think Moneybarn needed to take any further action.

But Mr H disagreed and he asked for a final decision by an ombudsman.

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 agree with the investigator's view and for similar reasons. Please let me explain why.

Where the information I've got is incomplete, unclear or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr H acquired his car under a conditional sale agreement. The relevant law says that the car should have been of satisfactory quality when supplied. If it wasn't then Moneybarn is responsible. I take account of relevant law when deciding what is fair and reasonable. On this basis if I thought the car was faulty when supplied, I'd think it fair and reasonable to ask Moneybarn to put this right.

But the quality I'd expect of a used car is not the same as I'd expect of a new car. It wouldn't be fair to suggest it should be in immaculate condition and it would be reasonable to expect some components to be closer to the end of their useful life than they would be in a new vehicle.

Moneybarn's responsibility for the car is not unlimited. Whilst they are responsible for its condition at the point of supply they are not responsible for faults that develop afterwards.

The car Mr H took receipt of had already completed over 100,000 miles and was about six years old. On a car of this mileage it wouldn't be unusual to have issues with the clutch that required a replacement. I don't think it would be fair to suggest these were Moneybarns' responsibility and I think the same could be said of the brakes which would be considered wear and tear items.

The garage Mr H asked to look at the cambelt issue, suggested it *"failed well within the recommended mileage interval"*. They noted that the car had its cambelt replaced at 71,000 miles and this new failure had happened at 122,000 miles. The suggestion was that a cambelt should last 125,000 miles.

Whilst I can understand that would be very disappointing for Mr H, I don't think it would be fair of me to say it means the car he was supplied with was substandard at the point of supply. The anticipated durability of the belt can only be a guideline and Mr H had the car for more than a year and had driven about 16,000 miles when it failed. That's a significant proportion of the car's overall life and it therefore seems to me that it would be unfair to suggest the fault was there when Mr H took delivery of the car. I think it's more likely to have developed more recently.

So I'm afraid I don't think I can reasonably ask Moneybarn to take any further action.

my final decision

For the reasons I've given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 13 January 2019.

Phil McMahon
ombudsman