

complaint

Mr J complains that he bought a car through a conditional sale agreement with Moneybarn No. 1 Limited and when the car was defective, Moneybarn wouldn't allow him to return the car.

background

In May 2016 Mr J acquired a car with a conditional sale agreement. In October, the car broke down and he had to call a recovery service. The car couldn't be repaired so Mr J asked for it to be taken back to the dealer he'd bought it from. The dealer arranged for the car to be checked and Mr J was told there was a problem with the turbo charger.

Mr J complained to Moneybarn that the car was defective when he bought it. Moneybarn said the issue with the turbo charger was caused by a build-up of carbon, and this was due to wear and tear which was to be expected in a car of this age and mileage, rather than a defect. Mr J disagreed and brought his complaint to this service.

Our investigator said the evidence provided by Mr J didn't show the car was defective, so he didn't uphold the complaint. Mr J disagrees and has requested an ombudsman's decision. He's provided further evidence.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I'm not upholding the complaint. I'll explain why.

Mr J says there's a fault with the turbo charger and – as this occurred within six months of buying the car – the car was defective when he bought it. So he says he should be able to return it as it wasn't of satisfactory quality.

There's no dispute that there was a problem with the turbo charger. The issue for me is whether this was a defect – meaning the car wasn't of satisfactory quality when it was sold – or simply wear and tear.

Moneybarn has provided information including a diagnostic report done when the car was inspected after the breakdown. This report says the turbo was tested and they highlighted a problem caused by a build-up of carbon, which is due to wear and tear.

Mr J has provided a number of documents to support his view that the car was defective. This includes information showing that the previous owner had also had problems with the turbo and had been advised to deal with this, but hadn't had the turbo replaced or repaired.

I appreciate that he's gone to some trouble to get this further information. And I agree there's evidence that there had been an issue with the turbo. But in my judgment, the evidence Mr J has provided doesn't show the car was defective.

Although Mr J had the turbo replaced, I don't have a report from the garage that dealt with this. As I've said, the report done following the breakdown indicates that the problem was due to wear and tear. And I've taken into account the age and mileage of the car, and the fact that Mr J drove it for around five months before the breakdown.

This wasn't a brand new vehicle, and it's to be expected with a car that's around six years old (as this was) that it will be suffering from some wear. Mr J says the car had only been used for short journeys, and the problem only arose when he started driving it on a motorway for the first time. But there's no independent evidence confirming this, and it's likely the turbo would have been in use in the intervening months.

There's evidence of a problem when the previous owner had the car. That was in February 2015 – over a year before Mr J bought it. The fact that the breakdown happened in October 2016, around 20 months later, also indicates that this was gradual wear and tear.

Mr J also says the findings in the initial report were fabricated. I've considered this but the report is from someone who deals with turbo chargers. There isn't any contrary evidence from someone suitably qualified who has actually inspected the car since Mr J bought it.

Having weighed up the evidence from both sides I think on balance it's more likely that the problem was caused gradually through wear and tear. I'm not satisfied that there was a specific defect which meant the car wasn't of satisfactory quality.

my final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 28 July 2017.

Peter Whiteley
ombudsman