

complaint

Mr C complains about problems he experienced with a car purchased with finance from Moneybarn No.1 Limited.

background

Mr C purchased a second hand Nissan car on 12 August 2016 and entered into a finance agreement with Moneybarn.

Shortly after purchase, Mr C experienced problems with the air conditioning blowing hot air. This was repaired under warranty in September 2016.

Mr C says that he didn't use the air conditioning after it had been fixed as it was Winter. When he tried to use the air condition in the Spring, it blew hot air again.

Mr C told the dealership about the problem but it said that the car was no longer under warranty.

Mr C wants the air conditioning fixed. Since bringing this complaint, the car had been written off in an accident. This happened after the investigator issue her view.

The investigator upheld the complaint. She said that Mr C had reported the problem with the air conditioning within 1 week of purchase and that repairs were carried out in September 2016. She accepted Mr C's evidence that he didn't use the air conditioning between September and April. The investigator said that because exactly the same problem occurred in May 2017, it was likely that the fault was present at the point of sale and had not been remedied by the repair. She recommended that Moneybarn arrange for the air conditioning to be repaired at no cost to Mr C.

Moneybarn didn't agree. It said that there was no evidence that the air conditioning wasn't working properly following repair, and that the problems with the air conditioning in May 2017 were more likely to be as a result of general maintenance.

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've looked at the repair sheet completed by Car Shop and I can see that repairs were carried out to the air conditioning in September 2016. The repair sheet doesn't say what the fault was or what work was done to repair it. Mr C says that Car Shop re-gassed the air conditioning. In the absence of any evidence to the contrary, I accept Mr C's testimony as to what was done to address the problem.

There's no evince as to whether the repair was successful, but because the same issue arose approximately 9 months later, I think its reasonable to conclude that the repair hadn't been successful. I don't agree with Moneybarn that the problem was due to a lack of general maintenance, because it shouldn't be necessary to re-gass or re-charge air conditioning in a car every 9 months, especially when the air conditioning hasn't been used very much.

On the available evidence I'm satisfied that there was a fault at the point of sale which wasn't fixed by the repair. I think it's reasonable that Moneybarn should meet the costs of a further repair.

Unfortunately the car has been written off so there's nothing to repair. In the circumstances, I think a fair resolution to the complaint would be for Moneybarn to compensate Mr C in a sum equivalent to what it would have cost to service the air conditioning. I've looked at the cost of re-gassing and servicing air conditioning at major car repair centres and I'm satisfied that compensation of £50 is fair and reasonable.

my final decision

My final decision is that Moneybarn No.1 Limited must pay compensation of £50 to Mr C.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Miss G to accept or reject my decision before 12 February 2018.

Emma Davy
ombudsman