

complaint

Mr C complains that a car he acquired with the assistance of finance from Moneybarn Vehicle Finance Ltd isn't of satisfactory quality and he wants to reject it.

background

Mr C bought a used car in January 2015. It was four years old and had travelled around 92,000 miles. A few months later the car broke down and wasn't driveable. Mr C complained to the dealership and to Moneybarn and the car was recovered for repairs. Mr C was without the car for a number of months and the repairs were more extensive than it was first thought. Moneybarn offered to unwind the agreement but Mr C wanted his car repaired and returned. The car was eventually repaired and returned but Mr C says that there are ongoing problems with the car and he wants to reject it. Moneybarn has agreed to refund some of Mr C's monthly repayments in recognition of the upset caused but Mr C doesn't think that this is enough.

Our adjudicator didn't recommend that the complaint was upheld. He thought that the initial fault that caused the car to break down was not likely to have been present at the point of sale. If it had been Mr C wouldn't have been able to drive the car for as long as he did. He thought that the fact that repairs had been carried out and a refund had been offered was fair and reasonable in the circumstances and he didn't think Moneybarn should do any more. Mr C didn't agree and replied to say in summary that he should be compensated for all the stress and expense of being without a car and it was only fair that he should be allowed to unwind the agreement.

my findings

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

The adjudicator has explained that Moneybarn are responsible for ensuring that the car that was supplied to Mr C was of satisfactory quality. If it wasn't of satisfactory quality then it is responsible for repairs or replacement. It appears that the cause of the initial breakdown was a snapped timing belt. It is not unusual for a timing belt to need replacement, especially in cars that have travelled more miles. If this fault had been there or developing at the time Mr C bought the car I would have expected it to have broken down much sooner.

I agree with the adjudicator that the fault with the timing belt is unlikely to have been there at the time of sale. This means Moneybarn isn't responsible for the problems. I can see that Moneybarn has tried to help Mr C and offered to refund payments for the time he was without the car. Overall I think that this is reasonable in the circumstances. Because I think that the car was of satisfactory quality at the time of sale I can't ask Moneybarn to unwind the agreement. The car has now been extensively repaired and so I think that this would be unfair to Moneybarn.

I can appreciate that the whole experience has been upsetting and frustrating for Mr C and I understand why he wants to reject the car and get some of his expenses back from Moneybarn. But on the evidence I have I can't say that Moneybarn is responsible and I will leave it to Mr C to decide whether he wants to accept the refund offered.

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 11 April 2016.

Emma Boothroyd
ombudsman