

complaint

Mr W complains that a car that was supplied to him under a conditional sale agreement with Moneybarn No. 4 Limited was misrepresented to him and wasn't of satisfactory quality.

background

A used car was supplied to Mr W under a conditional sale agreement with Moneybarn which he signed in October 2015. He complained to the supplier - and to Moneybarn - that the car was misrepresented to him and that it wasn't of satisfactory quality. He wasn't satisfied with Moneybarn's response so complained to this service.

The adjudicator didn't recommend that this complaint should be upheld. He didn't feel that there was enough evidence to show that the car was misrepresented to Mr W or was of unsatisfactory quality.

Mr W has asked for his complaint to be considered by an ombudsman. He says, in summary, that

- the adjudicator doesn't know what happened from the time of the MOT to the time he purchased the car;
- the MOT was two months old when he got the car;
- at the time of purchase the car had a cracked windscreen, the bonnet and bumpers were dented and the car had rust; and
- the car was advertised with the wrong mileage.

my findings

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

Mr W responded to an advert for the car. He says that he arranged finance from Moneybarn and that he then went to buy the car. He says that the car was advertised as having done 100,000 miles (which was the mileage shown on the MOT certificate). But when he saw the car it had a mileage of 101,647 (and he has provided a photo to show that mileage).

I do not consider the difference between 100,000 and 101,647 miles to be significant enough to be a misrepresentation in these circumstances. And I am not persuaded that Mr W would have acted differently if the car had been advertised with the correct mileage. So I do not consider that he was induced into buying the car as a result of a misrepresentation by the seller.

Mr W saw the car before he bought it. The faults about which he complains would have been visible to him at that time. So he had the option to refuse to buy the car, to buy it with the faults or to negotiate the price to take account of the faults. Mr W chose to buy the car. In doing so, I consider that he accepted any visible faults with the car. It is also possible that the faults were caused by Mr W after the car was supplied to him. In any event, some of the faults are typical of a car that is four years old and has driven more than 100,000 miles.

I find that there isn't enough evidence to show that the car wasn't of satisfactory quality when it was supplied to Mr W. Nor is there enough evidence to show that Moneybarn told Mr W that he had to accept the car. So it wouldn't be fair or reasonable for me to require

Moneybarn to pay for the repairs or to take any other action in response to Mr W's complaint.

my final decision

For these reasons, my decision is that I don't uphold Mr W's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr W to accept or reject my decision before 29 February 2016.

Jarrold Hastings
ombudsman