

## **complaint**

Mr H complains that a car that was supplied to him under a conditional sale agreement with Moneybarn No. 1 Limited wasn't of satisfactory quality.

## **background**

A used car was supplied to Mr H under a conditional sale agreement with Moneybarn which he signed in February 2016. The car was about seven years old and had been driven for 73,441 miles. Mr H contacted Moneybarn in early July 2016 about his agreement and contacted it again later that month about some faults with the car. The car was inspected a number of times but no faults were found. Mr H complained to Moneybarn that the car wasn't of satisfactory quality when it was supplied to him. He wasn't satisfied with its response so complained to this service. A default notice was sent to Mr H in January 2017 and the agreement was terminated (and the car collected from Mr H) in February 2017.

The adjudicator didn't recommend that this complaint should be upheld. She couldn't safely conclude that a fault was present with the car – so she said she couldn't ask Moneybarn to do anything.

Mr H has asked for his complaint to be considered by an ombudsman. He says, in summary, that: the car is faulty; its fault lights are illuminated (and he provided photos showing the fault lights); and the reports show how many times he's had to take the car back for the faults to be diagnosed.

## **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 H clearly feels very strongly that the car was faulty. But the independent evidence that's available to me shows that the car wasn't faulty. Mr H contacted Moneybarn about his agreement in early July 2016 – but didn't mention any faults. He then contacted it later that month and complained about faults with the car.

The car was inspected in July 2016 (when its mileage was 76,012) and the report says: *"We then put the diagnostic computer on the vehicle - this showed no faults. We then test drove the vehicle for ten miles and re-diagnosed – no faults again".*

The car was inspected by a turbo specialist in August 2016 and it said: *"The turbo has been fully inspected. Flow and balance checked and no faults have been found".* A diesel fuel injection specialist inspected the car in September 2016 and drove it for 69 miles - it said: *"...fault did not occur during time we road-tested vehicle".*

The car was inspected again in November 2016 and the report says: *"Carry out full diagnostic – found no fault. As requested used the car for a week covering around 250 miles. Carry out diagnostic check and no further faults found".* Later that month the car was inspected again. Its mileage was then 78,188 and the expert concluded: *"...the overall general condition of the vehicle was considered good for its age and reported mileage and during the road test the vehicle performed as expected for its age and reported mileage and gave no immediate cause for concern. Basically, the vehicle drove as expected with no*

*evidence of any EML warning light being displayed on the dash display, the vehicle did not go into limp mode”.*

Mr H didn't make the payments that were due to Moneybarn so it sent a default notice to him in January 2017. It then terminated the agreement in February 2017 and the car was collected. The collection report shows that the car was in good condition and was roadworthy and ready to be driven.

None of those reports say that the car was faulty. And I'm not persuaded that there's enough evidence to show that the car was faulty – or that it wasn't of satisfactory quality when it was supplied to Mr H in February 2016. I consider that Moneybarn has acted correctly in its dealings with Mr H. So if I find that it wouldn't be fair or reasonable for me to require Moneybarn to take any action in response to Mr H's complaint.

### **my final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 5 July 2017.

Jarrold Hastings  
**ombudsman**