

complaint

Miss J and her mother Ms J complain that a car Miss J bought through a Conditional Sale Agreement with Moneybarn No. 1 Limited (Moneybarn) was faulty at the point of sale. They would like Moneybarn to pay for repairs to the car, take the car back and refund the payments Miss J has made. Or to refinance another vehicle of the same value as the vehicle originally financed.

background

Miss J says she bought a second hand car in August 2013 with her mother Ms J acting as guarantor. She says she had problems with the brakes within six months of getting the car with more problems between February and March 2014. She says in July 2014 the car wouldn't reverse and by August 2014 the car was undriveable as the gearbox had broken. She says garages have told her the repairs would cost up to £5,000.

Miss J has also said that in June 2016 Moneybarn sent her and her mother threatening letters about court action over a missed payment. She says this affected her health, and feels Moneybarn's approach was unfair given the problems she had with the car. She says it was at this point that she got external advice that Moneybarn should help with the repairs under 'wear and tear law'

Miss J and Ms J would like Moneybarn to cover the cost of repairs to the car, take back the car and refund the payments made. Or refinance another vehicle of the same value as the vehicle originally financed.

Moneybarn said it had no record of Miss J contacting them before it contacted her about a missed payment in August 2016. As there was no evidence there were problems at the point of sale it didn't accept it was responsible for any repair work. It did say that if Miss J could get an independent report stating otherwise it would reconsider its view.

Our investigator didn't uphold the complaint. She didn't feel there was any evidence there were problems at the point of sale that Moneybarn were liable for.

Miss J and Ms J didn't accept this view. Miss J said she contacted Moneybarn in March 2014 about problems with the car and said she had paperwork and emails to prove this. She also said she had reports from two separate reliable mechanics stating that the gearbox was faulty at the time of purchase.

Our investigator asked Miss J and Ms J to provide more information but they didn't do so. So on that basis our investigator didn't change her view and the case has come for an Ombudsman's decision.

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 realise Miss J and Ms J are going to be disappointed as I've reached the same view as our investigator.

There's no dispute that Miss J took out a Conditional Sale Agreement with Moneybarn in August 2013 for a second hand car.

Miss J says she has had problems within six months of getting the car. And then had other problems including a broken gear box. Although she hasn't given us any evidence of this.

Miss J has referred to Moneybarn being responsible for cost of work to her car and has referred to 'wear and tear law'. There is consumer legislation that we do take into account. Although I should say we are not bound by it. If there is a problem with a car within six months of taking out an agreement we would normally consider this to be a problem at the point of sale. And in these situations we would normally expect the car to be repaired.

Miss J says she contacted Moneybarn on numerous occasions about problems with the car. But I've looked through all of Moneybarn's contact records. These do show regular ongoing contact between Miss J and Moneybarn but only in relation to her finance agreement and payments. The only time Miss J mentioned problems with the car was on 30 August 2016 when she said she had had lots of problems with the car. And that it hadn't been working for ages. This was three years after she got her car.

Miss J told us she had paperwork to prove she has been in touch with Moneybarn about problems with the car. She also says she has reports from two separate reliable mechanics who say the problem with the gearbox was present at the point of sale. We asked Miss J to send us this information with a deadline of 6 February 2017 but she hasn't done so.

I've considered other information I've been given here. Moneybarn says the car was seven years old when Miss J got it and the car had 15,741 miles on the clock. The latest MOT certificate shows a mileage in August 2014 of 22,700. Miss J disputes these figures but hasn't given us any alternative information to consider. But I think the key point here is that unfortunately the car was a second hand one. As such it might be expected that there would need to be work done on the car at some point. I've also noted specifically in relation the problems that Miss J referred to about brakes and the gear box that no issues with these were noted on the August 2014 MOT done a year after Miss J had the car.

On the basis of what I've seen so far I have no evidence there has been problems with the car, of repairs Miss J has had to pay for and no evidence that Miss J raised any problems with about the car with Moneybarn within six months of getting it. So I don't feel there are any grounds for me to ask Moneybarn to pay for repairs to the car, take the car back and refund the payments Miss J has made. Or to refinance another vehicle of the same value as the vehicle originally financed as Miss J and Ms J would like.

Miss J has also said that Moneybarn sent her and her mother threatening letters about court action over a missed payment. She says this affected her health and feels Moneybarn's approach was unfair given the problems she had with the car.

I can see from the customer notes that Miss J was in regular contact with Moneybarn about her payments. She hasn't given us any evidence of any effect on her health so I don't think I can take that into account. Unfortunately I can't conclude that Moneybarn's approach in taking court action over a missed payment was unfair due to problems with the car as I haven't found any evidence of a problem with the car at the point of sale.

On the basis of all I have seen I don't feel Moneybarn has done anything wrong.

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 Miss J and Ms J to accept or reject my decision before 27 March 2018.

Bridget Makins
ombudsman