

complaint

Mr E complains that the used car he bought with finance from Moneybarn No. 1 Limited isn't of satisfactory quality.

background

Mr E bought the car in May 2016. He later complained to Moneybarn about the problems he was experiencing with it. And, being unhappy with its response, he complained to this service.

Our adjudicator thought Mr E's complaint shouldn't be upheld.

Mr E disagreed with the adjudicator's conclusions, so the matter's been referred to me to make a final 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've decided not to uphold Mr E's complaint and I'll explain why.

Mr E says he's been having problems with his car since November 2016. He says it loses power and it shows an engine malfunction message. And he says the car still has issues and it's not safe to drive.

Mr E also says he lost his job as a result of being unable to drive to work, due to the issues he experienced with the car.

In addition, Mr E says the fault occurred within six months of him owning the car. And he says the Consumer Rights Act clearly states it's to be assumed the problem was present at the time of sale, unless proven otherwise. So, he questions why it's down to him to prove that the car was faulty when he bought it.

I acknowledge Mr E's suffered problems with his car and I've sympathy for him. But I have to decide whether it's fair and reasonable to hold Moneybarn responsible for those problems, as his finance provider. And that depends on whether the evidence shows it's likely the problems were present or developing when Mr E bought the car.

I note when Mr E bought the car in May 2016 it had covered around 85,000 miles. And I also note when it was independently inspected in March 2017 it had covered nearly 100,000 miles. I see the inspection found there was no evidence to suggest the car had an underlying issue when Mr E bought it. And it also found that the time elapsed and the mileage covered since the date of purchase led the independent inspector to conclude that the car was fit for purpose and of satisfactory quality at the point of sale.

Given the contents of the report I've referred to, I don't have enough information to conclude the problems with Mr E's car were probably present when he bought it. I acknowledge Mr E isn't happy with the way the inspection was conducted and he doesn't believe it was done to an acceptable standard, but that isn't something this service is able to consider.

I also note Mr E's comments about the Consumer Rights Act, but that means it's presumed that a fault appearing within six months was present at the point of sale, in the absence of evidence indicating otherwise. And in this case I'm satisfied the report I've referred to amounts to independent expert evidence that the faults with Mr E's car were unlikely to have been present or developing when he bought it.

So, in these circumstances, I can't uphold his complaint.

my final decision

I don't uphold Mr E's complaint against Moneybarn No. 1 Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 22 June 2017.

Robert Collinson
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