

complaint

Mr S complains that the vehicle he acquired through a conditional sale agreement with Moneybarn Vehicle Finance Ltd (the business) was not of satisfactory quality.

background

Mr S entered into a conditional sale agreement with the business in February 2016 to acquire a used car. At that time the vehicle had been driven over 87,000 miles.

Mr S says that he experienced an issue with the car in June 2016 and that an engineer looked at the vehicle and found that the fault was due to a suspected faulty fuel pump / sender unit. He says that as the fault occurred within the first six months he was entitled to have the vehicle repaired or replaced at no cost to him. He says the dealer refused to carry out the repair.

Mr S says that he spoke to the manufacturer which confirmed the issue was a known fault with vehicles of the age of Mr S' and that if it was not serviced by one of the manufacturer's garages the issue would not be picked up. He says that he looked at the service record and found that the service carried out in January 2016 was just an oil change and not a full service.

Mr S says that this issue has caused him stress and health issues.

The business says that Mr S entered into the conditional sale agreement in February 2016 and the vehicle had a recorded mileage of 87,887. It says that it was told in August 2016 that the mileage was around 94,000 suggesting that Mr S had driven the vehicle over 6,000 miles.

The business notes that an MOT was carried out on 15 January 2016 and no advisory notes were recorded. The vehicle was involved in a rear collision before the inspection was carried out and the inspection report states that the poor running and faulty fuel gauge developed post repair. It says this suggests there was no inherent or developing fault at the point of supply.

The business says it was unlikely that Mr S would have been able to drive over 6,000 miles had the issue been present at the point of supply.

The adjudicator did not uphold this complaint.

He said that Mr S had been able to drive over 5,000 miles before the fault was reported. He says that if the fault had been present at the time Mr S acquired the car he would not have expected it to have passed the MOT in January 2016 and to have been able to be driven 5,000 miles. He also noted the information in the independent report and that it did not say if the fault was present at the point of supply.

Mr S did not accept the adjudicator's view. He disputed the suggested amount of miles that he had driven. He also said that if the vehicle had been serviced by one of the manufacturer's dealer in January 2016 then the fault would have been found. He said that only an oil change was carried out at that time and he was misled into thinking a full service had happened due to the stamp in the service book.

Mr S said that the vehicle should have had a full service in January 2016 and that had he known there was not a full service record he would not have acquired the vehicle.

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 S entered into a conditional sale agreement for a used vehicle in February 2016. At this time the vehicle had a recorded mileage of over 87,000. Because Mr S acquired the vehicle through a conditional sale agreement, the business is liable if the vehicle was not of satisfactory quality at the point of supply.

Mr S has said that the fault was first experienced on 25 June, four months after he acquired the car. An engineer assessed the vehicle on 26 June and noted a suspected fault with the fuel tank sender unit. A further inspection was carried out in July 2016 and the same fault was suggested.

There is a fault with the vehicle, however for me to require the business to do anything, I have to be satisfied that the fault was present or developing at the point of supply.

Mr S has explained that the vehicle was involved in an accident in which another vehicle went into the back of it in March 2016. The fault with Mr S' vehicle was noticed in June 2016. I note the comments in the inspection report which say that *'the fuel tank by its very nature is mounted in position on the vehicle where it is most protected from impact. The sender unit is fitted centrally to the fuel tank, we find it extremely unlikely that light impact to the rear bumper would cause damage to the fuel tank sender unit'*. Based on this I do not find I can say that the fault was caused by the accident.

A MOT was carried out on Mr S' car in January 2016, prior to his acquisition. This did not record any issues. The mileage at this time was 87,887 and I understand this was the vehicle's mileage when Mr S acquired it. The engineer's report carried out on 26 June records the mileage as 93,423 whereas the inspection report from July 2016 records the mileage as 92,423. Clearly a mistake has been made on one of these documents. But, accepting the lower mileage of 92,423 this shows Mr S was able to drive over 4,500 miles before the issue occurred.

I appreciate the comments made about this being a common fault but I find that it is unlikely Mr S would have been able to drive the mileage he did if the fault had been present at the point of supply.

Mr S has also raised concerns about the service history. I can understand the point he is making but I find that he was provided with the service record when he acquired the vehicle. This shows the services carried out and if Mr S was not happy with this he could have raised it at the time.

Overall, I do not find I have enough to say that the fault with Mr S' vehicle was present or developing at the point of supply. Because of this I do not uphold this complaint.

my final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 19 December 2016.

Jane Archer
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