

complaint

Mr J complains that the car he obtained through a conditional sale agreement with Moneybarn No. 1 Limited was not of satisfactory quality.

background

Mr J signed a conditional sale agreement for a second hand car. On first driving the car, he noticed the Bluetooth and the speakers were not working properly. Around two months later the car broke down and around three months after that, the car suffered complete engine failure.

The adjudicator did not recommend that the complaint should be upheld. She could not safely conclude that the faults with the engine were present when the car was supplied and, for that reason, she could not recommend Moneybarn should do anything more.

Mr J responded to say, in summary, that he is still paying for a car that is totally broken and that Moneybarn should help him meet the cost of repairs. He said the dealer told him the service light needed to be re-set and that he could continue driving the car – but he is now being blamed for continuing to drive the car.

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 have considered firstly the problems Mr J identified almost immediately after he collected the car. I have not seen evidence to suggest that the model of car was supplied with Bluetooth as standard. So I don't think there is any obligation on Moneybarn to supply it. The speakers were not working properly, but the dealer replaced these, at no cost to Mr J, which I consider to be reasonable.

Secondly, I have considered very carefully the problems with the car engine which eventually led to a complete failure. For me to conclude that Moneybarn is liable for repairs or replacement, I need to conclude that a fault with the car engine was present when it was supplied. The car was driven over 4,500 before the engine failed, which doesn't suggest to me that a problem was present at the point of supply. I have considered the content of an independent report which, although inconclusive as to the cause, suggests it may be due to wear and tear or a problem with the oil pump.

Mr J says he was told he could continue to drive the car when the service light was on display. This is disputed by the dealer and by Moneybarn – who say that is what caused the engine failure. I don't think there is enough evidence to say what caused the engine failure, but I don't think it is because the car continued to be driven when the service light displayed.

I am not unsympathetic to the position in which Mr J finds himself – the car he obtained is no longer driveable without carrying out substantial, and expensive, repairs. But I cannot conclude that this is because the car was of unsatisfactory quality when it was supplied, bearing in mind its age and mileage.

Mr J has recently contacted us to say when he was sold the car it should have had 12 months MOT. But there is nothing in the agreement to suggest this was the case, so I cannot conclude that this was misrepresented to him.

my final decision

For the reasons I have explained, 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 J to accept or reject my decision before 6 November 2015.

Elizabeth Dawes
ombudsman