

complaint

Mr S complains that the car he bought with finance from Moneybarn Limited isn't of satisfactory quality.

background

Mr S bought the car in March 2016. He later complained to Moneybarn about problems he was having with it.

Being unhappy with Moneybarn's response to his complaint, he complained to this service.

Our investigator thought Mr S's complaint shouldn't be upheld.

Mr S disagreed with the investigator'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 S's complaint and I'll explain why.

Mr S says when he bought the car it seemed fine apart from the paint on the front bumper and the spare key that didn't work. But the garage had agreed to deal with both of these matters. He says when he arrived home a friend who knows about this type of car inspected it and noted an issue with the parking sensors, a problem when changing from reverse to drive, leaking water in the driver's foot well and missing locking wheel nuts, jack and tools.

Mr S also says the car's been in for repairs, but only the sensors have been fixed. And he says the paintwork repair involved spraying over the existing paint and not blending it to match the rest of the car. He says the paint's rough and the overspray's damaged the rest of the bumper and the grille. He says it was a poor job all round. So, Mr S says the car isn't of satisfactory quality and he wants to reject it and end his finance agreement.

Moneybarn says Mr S entered into his finance agreement on 8 March 2016. It says on 5 May he made it aware he was experiencing some issues with his car. It says Mr S agreed to let the dealer sort out the issues he'd reported. And it says on 3 August he confirmed that the work had been completed, but he wasn't satisfied with the finish of the paintwork.

Moneybarn also says when Mr S bought the car it was four years old and had covered over 106,000 miles. It says it's generally expected that there'll be some paintwork imperfections in a car of this age and mileage. It also says the garage that carried out the paint repair has agreed to revisit the cosmetic issues with the car and any other issues that Mr S is still unhappy about.

From the information I've seen I don't have enough evidence to conclude Mr S's car wasn't of satisfactory quality when it was sold to him. Rather, I think it's likely the issues he's experienced reflect normal wear and tear for a car of that age and mileage. In these circumstances, I don't think it would be fair for me to ask Moneybarn to take the car back and end Mr S's finance agreement. So, I can't uphold his complaint.

my final decision

I don't uphold Mr S's complaint against Moneybarn Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 30 December 2016.

Robert Collinson
ombudsman