

complaint

Miss I complains that the car she acquired through a conditional sale agreement with Moneybarn No. 1 Limited ("Moneybarn") wasn't of satisfactory quality. She wants to reject the vehicle.

background

Miss I took out a conditional sale agreement with Moneybarn in September 2016. She used this to finance the purchase of a used car.

At the end of September Miss I complained to the dealer that the car had broken a front coil spring and that the other front coil spring was in need of replacement. This was repaired but a month later she told them the car had developed the following faults:

- the engine warning light was on
- there was a noise when braking
- the engine wouldn't start straight away
- the clutch was stiff
- the central locking didn't work and
- the parking sensors were faulty
- a headlight was broken

The dealer didn't agree with all the issues that Miss I had identified. They found no problem with the brakes, engine management light, clutch, headlights or engine starting but they did replace a battery in the key fob and fix the parking sensors. And in addition to the issues Miss I had noted they identified a fault with the temperature gauge and replaced that for her.

Miss I took the car to the manufacturer's dealership and got a second opinion. They identified some issues which the original dealership hadn't noticed. They said that the tyres were worn; the oil level low and the battery needed replacing. So Miss I told Moneybarn that she wanted to reject the car.

But Moneybarn didn't agree. The car was six years old and had done 104,000 miles and Moneybarn said that these issues were wear and tear and could be expected in a vehicle of that age and mileage.

Our investigator agreed but Miss I didn't and she asked for this review. She said she'd provide some more information but the deadline for providing this information expired three weeks ago and I've therefore proceeded to make a decision with the information available.

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 know it will disappoint Miss I but I agree with the investigator's view on this complaint and for similar reasons.

When a car is obtained through a conditional sale agreement there's an obligation that it must be of satisfactory quality. What constitutes satisfactory quality is what a reasonable

person would consider that to be, when taking into account the mileage, condition and value of the car.

In this instance, the car was second hand at the point of sale. It had done just over 102,000 miles and was also six years old. The price reflected that, and was therefore cheaper than Miss I would've paid had she bought the same car brand new.

I've reviewed the work that was done during this period and the additional work that the manufacturer's dealership suggested. I agree that the work completed was work that would fall into the wear and tear bracket. There could be a reasonable expectation that the key fob battery would run flat given its age; the car battery could also be reaching the end of its useful life and, having completed 2000 miles since it was purchased, the tyres could have worn. On balance I think it would be unreasonable to suggest that the issues were present when the car was purchased and that the car was not in a satisfactory condition. For that reason I won't be asking Moneybarn to take any further action.

my final decision

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss I to accept or reject my decision before 11 August 2017.

Phil McMahon
ombudsman