

## **complaint**

Miss T complains that a car that was supplied to her under a conditional sale agreement with Clydesdale Financial Services Limited, trading as Barclays Partner Finance, wasn't of satisfactory quality.

## **background**

A used car was supplied to Miss T under a conditional sale agreement with Barclays Partner Finance that was dated in October 2014. The car broke down ten months later and Miss T complained to Barclays Partner Finance in October 2015 that the car hadn't been of satisfactory quality when it was supplied to her. She wasn't satisfied with its response so complained to this service. Miss T hasn't collected the car from the garage since it broke down.

The adjudicator didn't recommend that this complaint should be upheld. She said that:

- the fault with the timing chain occurred after the car had been in Miss T's possession for ten months and she had used it to drive approximately 10,000 miles;
- the workshop report completed in October 2015 sets out the problems with the car but doesn't confirm whether the faults were present at the point of sale - and the dealership had since confirmed that the fault couldn't have been present at the point of sale because the car wouldn't have been driveable;
- she couldn't see that the fault with the timing chain was present at the point of sale – and there was no independent report to show that there was a fault at the point of sale;
- the manufacturer had confirmed that the engine bearing wouldn't have any impact on the timing belt; and
- Barclays Partner Finance put holds on Miss T's account but it hadn't cancelled her direct debits (and as this wasn't part of Miss T's initial complaint the adjudicator said that Miss T should complain about this to Barclays Partner Finance if she wanted to take that complaint further).

Miss T has asked for her complaint to be considered by an ombudsman. She has responded in detail and says, in summary, that information from the manufacturer shows that timing belt issues could cause the engine to fail and she has asked for the adverse information recorded on her credit file by Barclays Partner Finance to be removed.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

It is clear that there's a fault with the car. But I'm not persuaded that Miss T has provided enough evidence to show that the fault was present when the car was supplied to her in October 2014 or that the car was of unsatisfactory quality at that time.

There's no independent report to show whether or not the fault was present when the car was supplied to Miss T. And the evidence that's available doesn't show that the fault was present at that time. The car was supplied to Miss T in October 2014 and she says that it broke down about ten months later. She has used the car to drive approximately 10,000 miles in that time. I don't consider that Miss T would've been able to use the car to drive that far if it hadn't been of satisfactory quality when it was supplied to her. So I find that the car

wasn't of unsatisfactory quality when it was supplied to Miss T. And it wouldn't be fair or reasonable for me to require Barclays Partner Finance to accept Miss T's rejection of the car or to take any other action in response to her complaint. So I consider that Miss T is responsible for the car that she has left at the garage and for the payments due to Barclays Partner Finance under the conditional sale agreement. I'm not persuaded that Barclays Partner Finance should be required to remove any adverse information from Miss T's credit file.

**my final decision**

For these reasons, my decision is that I don't uphold Miss T's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 26 September 2016.

Jarrold Hastings  
**ombudsman**