

## **complaint**

Mr Z acquired a used car by means of a regulated conditional sale agreement with Moneybarn Plc. He says that, not long after taking delivery, a faulty component was identified in his car's suspension system, which would cost around £900 to refurbish. He complains that Moneybarn declined to meet the cost of this repair.

## **background**

Mr Z said:

- He was alerted to a problem by the car's warning light system ten weeks after taking delivery.
- He initially thought the fault related to wheel alignment/tyre tread depth, and arranged for the alignment to be corrected and tyres replaced.
- He booked his car into a main dealer for a scheduled service 11 weeks later, where he was advised that his car should be investigated to determine the fault.
- The investigation was undertaken ten days later, and identified the suspension fault.
- The supplying dealership had included a six month warranty with the car, but declined to meet the costs of repairing this fault, saying that it was not included within the cover provided.
- He then contacted Moneybarn (25 weeks after taking delivery), who arranged for an independent inspection of the car, which was undertaken one week later.

The inspection report confirmed the fault, noted the car had travelled over 8,500 miles since delivery to Mr Z, and said there was no positive evidence that the fault was present or developing at the point of sale. Based on these findings, Moneybarn told Mr Z that it would not pay for the repair.

Mr Z made a formal complaint to Moneybarn, which it rejected saying:

- The distance driven by Mr Z in the car also suggested that the fault was not present at the point of sale.
- The fault was commensurate with the car's age and mileage.

Mr Z then referred his complaint to the Financial Ombudsman Service. He challenged the thoroughness of the inspection commissioned by Moneybarn. He also said that he had only driven the car about 2,000 miles, at the time he was first alerted to the suspension fault by the car's warning light system.

Our adjudicator noted that this complaint was against Moneybarn, and that the car's warranty had been provided by the supplying dealership. He said that he would consider issues relating to Moneybarn's responsibilities – in particular, whether the suspension fault was present at the point of sale – but he would not consider issues relating to the car's warranty.

Our adjudicator did not think the complaint should be upheld. He noted:

- The inspection report's findings, the car's age and its mileage.
- Mr Z's statement that the car's warning light had been activated about 2,000 miles after delivery.
- That Mr Z had reported the fault to Moneybarn within six months.

Our adjudicator concluded it was more likely than not that the fault appeared after the point of sale – therefore, Moneybarn had not acted in error when it declined to pay for repairs. He acknowledged Mr Z's concerns about the inspection arranged by Moneybarn. He said that if Mr Z wished to provide him with an alternative independent inspection report, he would consider its findings and review his conclusion. Mr Z did not accept our adjudicator's conclusion, and asked for his complaint to be reviewed by an ombudsman.

### **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where evidence is incomplete, inconsistent or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence and the wider circumstances.

Moneybarn had a responsibility to ensure that the goods supplied to Mr Z were of satisfactory quality. I sympathise with Mr Z, but I recognise as well the extent of (and limits to) Moneybarn's responsibilities. In particular, faults have to be present at the point of sale. Also, an assessment of satisfactory quality has to take into account relevant circumstances, including the car's age and mileage travelled.

In its final response letter, Moneybarn (wrongly) said that Mr Z reported this fault to it more than six months after taking delivery of the car. But it then acted as if the report had been made within six months, and arranged an independent inspection. I agree with our adjudicator that the inspection report is an important piece of evidence. Taking this report and all the other information available into account, and on balance, I find that I have come to the same conclusion as our adjudicator.

### **my final decision**

For the reasons explained above, my final decision is that I do not uphold this complaint.

Roy Mawford  
**ombudsman**