

complaint

Mr G complains that Moneybarn Limited (Moneybarn) will not allow him to reject a vehicle he financed through them.

background

Mr G entered into a conditional sale agreement with Moneybarn on 3 March 2017. He returned the vehicle to the dealership later that month when he discovered a fuel leak. This was repaired free of charge by the dealership but a couple of weeks later Mr G experienced another problem with the car.

He returned it to the dealership and called Moneybarn in late April 2017 to tell them they had agreed to him rejecting the car. But Moneybarn didn't receive notification from the dealership that this was the case and instead they informed Moneybarn they'd repaired the vehicle.

Moneybarn told Mr G his vehicle was ready for collection but he didn't collect it or make payments against his agreement. And in September 2017 the agreement was terminated by Moneybarn as there were arrears on the account of almost £1,000.

Mr G would like Moneybarn to allow him to reject the car as he says the dealer suggested. But Moneybarn say they have no knowledge of this and that a successful repair was carried out.

So Mr G referred his complaint to this service but our investigator agreed with Moneybarn. She reviewed the MOT certificate and the vehicle condition reports she had been sent and she was satisfied the car had been repaired to a satisfactory standard and that Mr G should have accepted it back. And she said that as Mr G hadn't maintained his monthly payments Moneybarn were within their rights to terminate the agreement in line with the terms and conditions of the plan.

But Mr G didn't agree and he asked for a decision by an ombudsman.

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's not the answer that Mr G wanted but I agree with the investigator's view on this complaint and for similar reasons. I'll explain why.

Whilst I can see that Mr G had problems within the first few weeks with a fuel leak the dealership agreed to fix that issue for him and as he was able to drive the car for the next few weeks I am assured that that issue was resolved satisfactorily. Mr G says that when he next returned the vehicle to the dealership they agreed that he could reject the car. But I've seen no evidence of this and as the dealership repaired the fault I think it's more than likely they believed this is what Mr G wanted them to do.

But Mr G didn't collect his car and he didn't make payments towards the agreement and in those circumstances I think Moneybarn were within their rights to terminate it.

So whilst I have every sympathy for the position Mr G finds himself in I think it would be unreasonable of me to suggest Moneybarn took any further action as I don't think they've done anything wrong.

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 Mr G to accept or reject my decision before 26 February 2018.

Phil McMahon
ombudsman