

complaint

Miss A complains that a car that was supplied to her under a conditional sale agreement with Moneybarn No. 1 Limited wasn't of satisfactory quality. She's also complained that the agreement was mis-sold to her by the credit broker – but that complaint's being dealt with separately.

background

A used car was supplied to Miss A under a conditional sale agreement with Moneybarn in September 2015. The car was more than five years old and had been used to drive about 61,000 miles. The dealer that supplied the car has stopped trading. Miss A says that gearbox and clutch problems started in December 2015. The car was repaired and the repairs were paid for by the credit broker as a gesture of goodwill (with Miss A contributing £300 towards those costs). Miss A complained to Moneybarn about an engine problem that she noticed in October 2016 – and she says that the car's media system didn't come with Bluetooth and other additional features that she expected. She wasn't satisfied with Moneybarn's response so complained to this service.

The investigator recommended that this complaint should be upheld in part. The credit broker had said that it had paid for the gearbox and clutch repairs - but Miss A provided evidence to show that she paid £300 towards those repairs – and he thought that Moneybarn should reimburse that amount to Miss A. But he said that the engine problem hadn't been noticed until more than a year after the car was supplied to Miss A – and she'd used it to drive about 10,000 miles. He concluded that if the engine problem was there or emerging when the car was supplied to Miss A it's likely to have presented itself sooner than it did. And he couldn't see that the descriptions of the media system said that it included Bluetooth capability or other additional features so he couldn't say that the media system has been misrepresented to Miss A.

Miss A has asked for her complaint to be considered by an ombudsman. She says, in summary, that she needs to get rid of this car and is happy to return it but doesn't want the burden of paying for it for the rest of the agreement. Moneybarn hasn't responded to the investigator's recommendation.

my findings

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

When the car was supplied to Miss A it was about five and a half years old and had a mileage of nearly 61,000. Within the first three months there was a gearbox and clutch problem with the car. The car was repaired and as a gesture of goodwill Miss A was only asked to contribute £300 towards the repair and other costs. As the gearbox and clutch needed repairs so soon after the car was supplied to Miss A, I consider it to be more likely than not that there was an inherent fault with the gearbox and clutch when the car was supplied to Miss A – and that it wasn't of satisfactory quality at that time. But the problems have been repaired and I consider that to be an acceptable remedy. But I find that it would be fair and reasonable for Moneybarn to reimburse to Miss A the £300 that she contributed to the repair costs. Miss A says that she incurred costs of £20 when the car was collected by the credit broker to be repaired – but I'm not persuaded that it would be fair or reasonable in these circumstances for me to require Moneybarn to reimburse her for those costs.

More than a year after the car was supplied to Miss A she noticed a problem with the car's engine. But by then the car had been driven for a further 10,000 miles. If that problem had existed or been inherent when the car was supplied to Miss A, I consider it to be more likely than not that she would've noticed the problem much earlier than she did. I'm not persuaded that there's enough evidence to show that there was an engine problem when the car was supplied to Miss A.

Nor am I persuaded that there's enough evidence to show that the car's media system was misrepresented to Miss A. None of the evidence from the when the car was supplied to Miss A refers to the media system as having Bluetooth capability or the additional features that Miss A says that she was expecting.

So other than the £300 payment referred to above, I find that it wouldn't be fair or reasonable for me to require Moneybarn to take any action in response to Miss A's complaint.

my final decision

For these reasons, my decision is that I uphold Miss A's complaint in part. In full and final settlement of it, I order Moneybarn No. 1 Limited to pay £300 to Miss A to reimburse her for the repair costs.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 24 November 2017.

Jarrold Hastings
ombudsman