

complaint

Mr T's unhappy that a used car bought with finance from Moneybarn Limited wasn't of satisfactory quality.

background

Mr T bought a used car from a dealer in July 2015. It was partly financed under a conditional sale agreement with Moneybarn. Mr T reported issues with the hydraulics and suspension. The dealer tried to put things right but the problems persisted. In 2016 the car was again returned to the dealer. It said the problems had been fixed.

By this time Mr T had stopped making his payments to Moneybarn. It issued a default notice.

Our adjudicator felt this complaint shouldn't be upheld. He said:

- Moneybarn said in early March 2016 that there was little more it could do as the fault had been repaired. And Mr T should contact them again if problems continue.
- Mr T doesn't seem to have reported any further problems since Moneybarn's reply. But he'd emailed it the following month requesting the cancellation of his agreement.
- There was clearly a problem which the dealer was initially unable to fix. There isn't enough evidence to suggest the problem was present when the car was bought. Even if it was the dealer should be given every opportunity to fix it. It appears the problem has now been fixed.
- We'd expect customers to honour their obligations even when there's a dispute.
- Moneybarn's dealt with Mr T's complaint fairly.

Mr T doesn't agree. He's sent in an independent report. This sets out continuing problems with the car. He hasn't taken the car back to the dealer as its had four attempts to fix it. But it's still faulty.

A second adjudicator reviewed the complaint and also felt it shouldn't be upheld. She noted that the independent report listed some problems with the car. But it didn't say they were present when it was bought. So, we can't hold Moneybarn liable for them.

Moneybarn says it's repossessing the car as Mr T hasn't made the payments under his agreement. There are significant arrears owing and it's terminated the account.

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 agree with the adjudicators' conclusions for the same reasons.

Mr T's independent report lists some current problems. It doesn't say when or why they arose. It's possible they may be down to the car's age and mileage.

And as the first adjudicator said it would've been reasonable for Mr T to have continued making his payments under the agreement even when disputing the car's condition and quality. But Mr T chose not to do so and his payments are now considerably in arrears.

Taking everything into account I don't think I can reasonably require Moneybarn to do anything more than it's already done. I think its handled matters fairly.

So, although I recognise Mr T's frustration, I don't see a compelling reason to change the proposed outcome in this case.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 15 September 2016.

Stephen Cooper
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