

complaint

Mr M complains that the car he acquired through a conditional sale agreement with Moneybarn No. 1 Limited was not of satisfactory quality and that the promised repairs were not carried out.

background

Mr M entered into a conditional sale agreement with Moneybarn to acquire a car in January 2018. He says that after collecting the car he realised there were two chips on the windscreen which were not obvious at the point of delivery. He says he shouldn't be responsible for the repair of these as they were present at the point of supply. He says that he said to the supplying dealer that if it paid his excess he would claim for the windscreen on his insurance but the dealer did not accept this.

Mr M also says that when he acquired the car he pointed out a rip on the seat and was told this would be sorted. However after collection the dealer said it would not repair the seat.

Mr M then experienced issues with the clutch and it was agreed this would be repaired. Mr M says he was told the seat would also be repaired at the same time but he was then told that it was too costly to repair the seat. Instead he was offered £100 as a gesture of goodwill towards the repair.

Mr M says that the issues with the car have caused him to make a number of unnecessary journeys to the supplying dealer. He says he was offered to change the car under the dealer's seven day change your mind policy but he was concerned he would incur charges and also that he would then need to reapply for finance.

Moneybarn says that Mr M contacted it about the issues he was experiencing with the car shortly after acquisition. It says it contacted the supplying dealer through the introducing broker to understand and what had happened in regard to Mr M's complaint. It says that it was told the supplying dealer had resolved the issue with the clutch at no cost to Mr M and that Mr M had been provided with a loan car while the repair was undertaken. In regard to the other issues it says that Mr M accepted the car in the condition it was supplied.

Moneybarn says that the car was three years old and had been driven 56,000 miles when it was supplied and so it would be expected to have some wear and tear.

Our investigator did not uphold this complaint. He noted that Mr M had signed to confirm that he had inspected the vehicle and was satisfied with its condition and that the issue with the clutch had been resolved after Mr M accepted the offer of repair. Based on this he did not think that Moneybarn was required to do anything further.

Mr M asked for an ombudsman to review his case. He said that the £100 offered was the dealer's final offer towards the repair to the seat pocket which he said was not enough to cover the cost. He said that if he had rejected the car he would have incurred charges which was why he did not accept this offer. He reiterated that he accepted the car but only because he was told the rip in the seat would be sorted.

my findings

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

This complaint is against Moneybarn and so I have to consider the responsibilities of Moneybarn in regard to the issues raised. As Mr M acquired the car through a conditional sale agreement, under relevant regulations Moneybarn is liable if the car was not of satisfactory quality at the point of supply.

When Mr M acquired the car it was around three years old and had been driven over 56,000 miles. Therefore it is reasonable to expect it to have suffered some wear and tear. All of the items Mr M has noted, with the exception of the clutch, were cosmetic items which would have been visible at the point of collection and which would reasonably be considered wear and tear.

The problem with the clutch was raised so soon after acquisition that it is reasonable to accept this was present from the point of supply. The supplying dealer resolved this at no cost to Mr M and provided a loan car while the repair was taking place. I find that this was a reasonable resolution.

The other issues raised were the chips to the windscreen, the mark on the back of the car and the tear in the seat cover.

The supplying dealer has noted that there was a chip to the windscreen at the point of supply. It is possible that a further chip was present or that this occurred after collection. I note Mr M's comment that it was raining when he collected the car and so not easy to see all of the issues. However, given Mr M signed a document saying he had inspected the car and was happy with its condition, I find it reasonable to say that he had the opportunity to identify any chips on the windscreen and raise these before collection.

In regard to the issue with the mark on the back of the car, again I think that had this been a material issue for Mr M he could have raised it before taking delivery. This would have been present when he inspected the car. Given the car was around three years old marks are not to be unexpected.

The final point relates to the tear in the seat cover. The supplying dealer has said this was present at the point of supply. This issue is different to those in regard to the chips and the mark. This is because Mr M says he highlighted the tear and was told it would be fixed. He says that it was because of this that he agreed to accept the car.

Given the size of the tear I think it reasonable that Mr M would have raised this at the time of acquisition. I cannot say what was promised but I note that an offer of £100 was made as a gesture of goodwill towards the cost of the repair of the tear and the windscreen chip.

It has also been said that Mr M was given the opportunity to reject the car. I note he has said he was told he could reject the car but that charges would be applied. However I can also see he was then told there would be no fee but that he would need to repay his finance and re-apply. Had the tear been a major issue for him he could have taken this option. Mr M chose not to reject the car and was offered £100 towards the issue. On balance I do not find this unreasonable.

Overall, in this case, I do not find that the evidence suggests the car was not of satisfactory quality at the point of supply. The issue with the clutch was resolved and Mr M signed a document saying he accepted the car. I find that enough has been done to try to address the issue Mr M raised at the point of supply. Because of this I do not find that I can uphold this case and require Moneybarn to do anything further.

Mr M has also noted that the service he received from the supplying dealer was not as it should have been resulting in him making unnecessary journeys. I understand this must have been frustrating and caused Mr M inconvenience. However I cannot hold Moneybarn responsible for the service provided by the supplying dealer.

my final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 26 July 2018.

Jane Archer
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