

## **complaint**

Mr N is unhappy with a car he financed in January 2015 through a conditional sale agreement with Moneybarn No. 1 Limited.

## **background**

In summary, Mr N says that the car has serious engine faults which will cost around £1200 to £6500 to repair. He also says that the car didn't come with a full service history, 12 month MOT or breakdown cover.

Moneybarn agrees that Mr N didn't get the 12 month MOT he was promised so offered to pay for the next one. However, it didn't think the dealer had broken other promises, or sold him a car with serious engine faults.

Our adjudicator looked at the evidence available, including two expert reports. She didn't think that the car had inherent engine faults, and thought that Moneybarn had put the MOT issue right. She didn't think it should have to do any more.

Mr N doesn't agree. He maintains that he was sold a faulty car, and that the engine should last for much longer than it has.

## **my findings**

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

There have been two expert reports on the car which appear to contradict each other. And neither goes into a huge amount of detail, which makes it quite difficult to get to the bottom of what is wrong. Both experts have stood by what they have said when contacted for further information.

Mr N got a report which says the car has several faults including unusual noises from the engine. But it has some inconsistencies with dates, and the description of the type of vehicle assessed. The expert also says that 'faults' include the car missing services, and needing new tyres – which I don't agree with in this case. I also think the report is not very specific - the expert makes general statements about the model of car and says that further investigation is required to find out exactly what is faulty. Overall, I just don't find it very conclusive.

The report which Moneybarn provided says that the expert couldn't find any faults, and he didn't hear any unusual noises from the engine. But, admittedly it wasn't a detailed report either as the expert didn't drive the car due to incorrect oil levels.

At the time of sale the car was over five years old, and had around 45,000 miles on the clock. Therefore, it will be more susceptible to general wear and tear than a new car. The car should be of satisfactory quality of course, and I wouldn't expect it to be sold with a serious engine fault. But from what I've seen it's just not clear if that happened. And there isn't much to convince me that the car is going to need a replacement engine as Mr N has suggested.

I also note that Mr N had travelled for around 8 months and 3,000 miles before this issue seems to have been first reported and inspected. This makes it harder to determine if any problems were present at the point of sale. It seems probable that Mr N would have noticed something (like the noises) sooner had the car been sold in a faulty condition (which is also suggested by one of the experts).

I know Mr N has said this is a premium brand car and he would expect it to last for longer. But as the manufacturer has confirmed, several factors, including maintenance and how a car is driven can affect the lifespan of certain parts. And from the evidence available it's not really clear to me what has actually failed. It seems that the car also passed its most recent MOT and was driven another thousand miles since Mr N first reported the issue.

I'm sorry to hear about the problems which Mr N describes. But all things considered, I just can't be sure that these are faults which Moneybarn needs to pay for.

Mr N says he should have got a full service history with the car, but I can't see where it has been advertised with this. And I don't think he has provided enough to show he was stopped from the chance to register for the 12 months breakdown cover (I would have expected him to complain to the dealer about it soon after the sale). I also note that Moneybarn has offered to pay for the latest MOT as the one Mr N received wasn't the full 12 months as advertised – this seems fair.

### **my final decision**

I leave it to Mr N to decide if he wants to accept Moneybarn's offer to pay for the last MOT in full and final settlement of his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 11 February 2016.

Mark Lancod  
**ombudsman**