

complaint

Mr M is unhappy with a car he acquired through a conditional sale agreement with Moneybarn No.1 Limited. He's had various issues with the car – and believes it wasn't of satisfactory quality when he got it.

background

Mr M acquired a used car in October 2016. It was around seven years old and had done over 78,000 miles.

Over the next year, Mr M had various issues with the car. In November 2017 he contacted Moneybarn to make it aware of this.

In December 2017, Mr M contacted Moneybarn again. He'd taken the car to a local garage as it was running poorly. He supplied Moneybarn with information from the garage showing faults it had identified and repairs carried out. Mr M accepted it was likely some of these issues were due to wear and tear, but he believed others were present when he acquired the car. So, he thought Moneybarn should be responsible for putting these problems right.

Moneybarn didn't think the issues were there when Mr M took possession of the car. It said that as Mr M had the car for around 13 months when these problems were identified, it was up to him to show the issues with the car were there when he acquired it. And, it said the evidence from the garage didn't show this. Mr M disagreed – and brought the complaint to us.

Our investigator didn't uphold the complaint. She said she hadn't seen enough to make her think the faults were present at the time Mr M acquired the car. Mr M disagreed. He reiterated that he accepted some of the faults may be wear and tear. But, he said he still thought several issues were present at the point he got the car.

I won't list the precise details of what went wrong with the car, but in summary, Mr M believes there were issues with the turbo, glow-plugs and the cylinder head when he acquired it. The complaint has been passed to me to decide.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I don't think this complaint should be upheld. I'll explain why.

When Mr M acquired the car, Moneybarn had a responsibility to make sure it was of 'satisfactory quality' – taking into account its age and mileage. So, I need to think whether or not this was the case.

I've thought carefully about the evidence from the garage Mr M provided. This gives a detailed list of faults with the car – along with repairs attempted to put things right. But, it doesn't give any opinion on when these faults occurred. I'm satisfied this shows the car did have various issues - but only at the point Mr M took it to the garage.

Although I accept that the issues mentioned might not have been found, I've considered the fact that the car passed an MOT when Mr M acquired it. And, it passed another MOT a year

later. Mr M also had the car serviced a few months after purchasing it – and as far as I'm aware these problems weren't identified.

I've also taken into account that at the point Mr M got the car it was around 7 years old and had done over 78,000 miles. Given this, I don't find it overly surprising that the car would need some maintenance and repairs during the next year, especially considering it was driven around another 10,000 miles before Mr M complained. I think it's likely the issues with the car would've become apparent sooner than they did if they were present when Mr M acquired it.

Taking everything into account, I haven't seen enough to make me think it's likely that Mr M's car wasn't of satisfactory quality when he acquired it. So, I don't think Moneybarn are responsible for the faults with the car that Mr M has complained about.

my final decision

My final decision is that I don't 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 22 March 2018

John Bower
ombudsman