

complaint

Mr C complains about the quality of a car which was financed by a conditional sale agreement with Moneybarn Limited.

background

Mr C acquired a car funded by a conditional sale agreement with Moneybarn in November 2014. He complained in August 2015 as rust had appeared on the rear passenger side wheel arch. Mr C took his car to two different garages. They told him that the rear quarter of the vehicle had been replaced incorrectly. This had caused the rust to appear. There was also a split along the roof joint. Mr C was quoted £1,122.05 to have these issues repaired.

Mr C complained to Moneybarn as he said he was not informed that the car had been repaired when he acquired it. Mr C considers that the rust occurred as a result of the poor welding of the panel. He would like Moneybarn to pay for the cost of repair. It said the problem was not present at the point of sale. Moneybarn adds that the rust is due to fair wear and tear.

Mr C says that the car has not been repaired since he acquired it. He says any repair to the car took place before then.

The adjudicator recommended that the complaint should be upheld. She considered that the rust developed as previous repair work was not carried out properly. This persuaded her that the problem was inherent at the point of purchase rather than due to fair wear and tear.

The adjudicator considered that Moneybarn should pay for the cost of the repairs needed to the car in the sum of £1,122.05.

Moneybarn does not agree with the adjudicator's recommendation. It says, in summary, that the car was inspected before the sale and no problems were identified. Further Mr C did not complain until eight months after he bought it. This would suggest the problems were not present at the point of sale. Moneybarn notes that Mr C lives near the coast, and this could have caused the rust.

Moneybarn adds that no MOT has ever identified poor repairs as a problem.

my findings

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

Mr C brings this complaint against Moneybarn because he acquired the car with finance it provided. Legislation says that goods should be of satisfactory quality and free from defects. I have to decide if the issues with this car were inherent defects present at the point of sale or if instead, they were as a result of wear and tear.

I note that Moneybarn points out that it does not source cars that it provides finance for. As such, buyers should carefully inspect cars before they agree to buy them. I would not however expect a customer who is not expert in cars to be able to tell from an inspection if bodywork has been replaced.

Moneybarn says that the problem with the rust in this case is due to wear and tear. As such it was not an inherent defect present at the point of sale. This means it is not liable to pay for the cost of the repair.

Mr C has produced a report from an independent garage. This says the rear passenger side quarter has been replaced. This was not done properly so rust has developed. I am therefore persuaded that the rust is not due to wear and tear. I find that it is due to an inadequate repair which took place before Mr C bought the car. As such the fault was present at the point of sale.

Mr C offered to take his car to an independent garage chosen by Moneybarn so it could assess the damage for itself. It did not take Mr C up on this offer.

I am not persuaded that the rust was caused by coastal conditions. I do not consider that Mr C lives close enough to the coast for this to have caused the problem.

I note Moneybarn's comment that neither the HPI inspection nor any MOT inspection picked up this issue. The rust was not however apparent at the time the MOT was carried out. As such, I would not expect it to be noted. Although the HIP check did not comment on any previous repair, I find that one was carried out before Mr C acquired the car. The independent report provided by Mr C persuades me that this was the case. I believe Mr C when he says the car has not had any repairs carried out since he bought it.

my final decision

My decision is that Moneybarn Limited should pay Mr C £1,122.05 to allow him to have the repairs carried out.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 25 January 2016.

Rosemary Lloyd
ombudsman