

## **complaint**

Mr C says a car he acquired under a conditional sale agreement with Moneybarn No1 Limited wasn't fit for purpose.

## **background**

In March 2016 Mr C acquired a used car under a conditional sale agreement with Moneybarn. The car was nine years old and had done a little over 100,000 miles.

When Mr C went to collect the car the dealership told him a bolt had snapped which it would repair and asked him drop the car off in three days time. When Mr C went back to the dealership he told them he could hear a noise when driving the car. The dealership offered to inspect the car to see what was wrong.

Mr C left the car with the dealership and was told that after an inspection by another garage the prop shaft was considered to need replacing. This part had to be ordered so Mr C was asked to bring the car back for this repair.

The repair to the prop shaft was carried out but the car still made a noise so a further inspection was carried out. This showed that the transfer box needed to be repaired. The part was ordered.

Mr C complained to Moneybarn. He said the car wasn't of a satisfactory quality and he wanted to reject it. Moneybarn said that the fault with the transfer box was 'wear and tear' and the car was still drivable. As Mr C had agreed to the repairs he should let the dealership carry them out. Mr C disagreed with Moneybarn and complained to this service.

The adjudicator didn't recommend that Mr C's complaint should be upheld. He said he thought the faults with the car had arisen from fair wear and tear due to the age and mileage of the car. The adjudicator said he wasn't able to say the faults had been present at the point of sale and as the garage had agreed to repair the fault as a gesture of goodwill this was reasonable and he wouldn't ask Moneybarn to do anymore.

In September 2016 the car was taken in by the dealership and the transfer box was replaced. But a further fault was found with the air shock on the suspension which the garage then repaired together with some other things Mr C had asked it to look at. The adjudicator said that as the car had been driven a further 2000 miles he was still satisfied that the suspension issue and other faults were all the result of wear and tear. He said he still didn't think the car was defective at the point of sale. The complaint was then closed.

Unfortunately the car continued to have problems with the transfer box. Mr C had the car inspected by a specialist garage which said the repair to the transfer box hadn't been completed properly. Mr C made a further complaint and said he wanted to reject the car. Our adjudicator said that this wasn't a new fault but a continuation of the original one and this didn't mean the car hadn't been of satisfactory quality at the point of sale. He said that Moneybarn was acting fairly as it had offered to re-repair the fault without charge.

Mr C disagreed with our adjudicator's opinion and so the complaint has been passed to me.

### **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 appreciate why Mr C wants to reject the car due it needing a further repair but to be able to do so I need evidence that car wasn't of satisfactory condition at the point of sale. And in considering 'satisfactory' condition I have to take into account the age and mileage of the car. Mr C's car was nine years old and had a mileage of just over 100,000 so wear and tear issues were likely to appear.

I don't have a report about the condition of the car and looking at the parts that were starting to become faulty I think it's more likely than not that wear and tear was the problem rather a fault at the point of sale. Mr C has been able to drive the car.

As wear and tear was the cause then repairs were gestures of goodwill on the part of either the dealership or Moneybarn. Unfortunately, the repair to the transfer box wasn't successful and needs to be redone. Moneybarn has offered to put this right which I think is fair and reasonable and I wouldn't ask for it to do more.

Looking at the evidence I'm not upholding Mr C's complaint and don't agree that he can fairly and reasonably reject the car and cancel the agreement.

### **my final decision**

I'm not upholding Mr C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 14 March 2017.

Jocelyn Griffith  
**ombudsman**