

## **The complaint**

Mr M complains about a van he acquired with credit provided by Moneybarn No. 1 Limited.

## **What happened**

In February 2022 Mr M entered into a regulated conditional sale agreement with Moneybarn in relation to a used van. The van was then four years old, and had been driven 94,934 miles. Its cash price was £18,000. In that same month, it passed its MOT test with no advisories.

In June 2023, when the mileage was 113,642 miles, the van broke down. Mr M complained to Moneybarn about this, and Moneybarn instructed an independent engineer to inspect the van. A broken timing belt was diagnosed, but the engineer's conclusion was that this was just wear and tear. Based on that report, Moneybarn concluded that it was not liable. Being dissatisfied with that response, Mr M brought this complaint to our service. He provided the service history, which has an entry showing that the timing belt had been serviced in February 2022.

Our investigator did not uphold this complaint. He said that a timing belt is a serviceable part, and that Mr M had driven the van for about 18,000 miles while he'd had it. So he concluded that the belt had failed as a result of reasonable wear and tear.

Mr M did not accept that opinion. He said he thought that the timing belt had been replaced at the last service. He asked for an ombudsman to review this case.

## **What I've decided – and why**

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 do not uphold it. I will explain why.

I have looked at the service history. While it does show that the timing belt was inspected in February 2022, and this entry has been stamped by a garage, this entry does not go as far as to say that the timing belt was replaced. So I think this is the original timing belt.

A modern timing belt should last between 80,000 and 100,000 miles. In February 2022, this van had been driven about 95,000 miles. So at that time, this belt was approaching the end of its life, but the van had passed its MOT test and had been serviced without the belt needing to be replaced yet. As Mr M subsequently drove the van for another 18,700 miles before it broke down, I am satisfied that the belt was still of satisfactory quality when the van was delivered to him.

Since Moneybarn is only liable if the van was not of satisfactory quality at the point of sale, and is not liable for anything that goes wrong later, I do not think that Moneybarn needs to do anything.

**My final decision**

My 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 10 July 2024.

Richard Wood  
**Ombudsman**