

## The complaint

Miss H complains about the quality of a used car that was supplied through a conditional sale agreement with Moneybarn No. 1 Limited (Moneybarn). Miss H also believe the car was miss sold to her.

## What happened

In July 2023, Miss H acquired a used car through a conditional sale agreement with Moneybarn. The car was about ten years old and had travelled 96,261 miles when it was supplied. The cash price of the car was £7,294. No deposit is listed on the agreement, so the total amount financed was £7,294 payable over 54 monthly repayments of £195.85.

Miss H said that soon after acquiring the car she noticed it didn't have certain features it was advertised as having, such as Bluetooth and a reversing camera. She also said she's had to top up the oil every two weeks and coolant each day and the handbrake was not functioning properly. Miss H said she's complained about the issues and has been to the garage a number of times to have the issues resolved but was told there's nothing that could be done.

In November 2023 Moneybarn issued their final response to Miss H's complaint, in it they addressed concerns raised with the brakes and dimming lights. Moneybarn confirmed that an independent inspection was carried out on the car which confirmed the service brake had a 95% efficiency and the handbrake a 27% efficiency which were within MOT testing standards. The report also confirmed that all lights were working correctly and did not appear to dim. The report concluded that no faults were found within the scope of their inspection.

Moneybarn concluded that the faults with the car would not have been present at the point of supply and so didn't uphold Miss H's complaint.

In July 2024 Moneybarn issued a further final response to a complaint they said they received in March 2024. They response addressed the following issues raised:

- No Bluetooth and reversing camera in the vehicle
- Oil needs to be topped up every two weeks
- Coolant requires top up everyday
- Squeaky brakes
- The screen often goes black
- No V5 logbook provided
- Vehicle requires manual brake
- Diesel consumption is high

In summary, Moneybarn said despite requesting it they hadn't received any independent reports or diagnostics to confirm the faults with the car and as Miss H had travelled over 5,000 miles in the first 60 days, they were satisfied that it was sufficient usage to develop wear and tear on the car. In relation to the logbook, Moneybarn said Miss H would need to contact the DVLA directly. Moneybarn concluded that there was nothing to suggest an inherent fault with the car and the issues were likely to be a recent development. However,

to acknowledge delays with the resolution of the complaint, Moneybarn offered Miss H £75 in compensation and £25 as a gesture of good will to replace the logbook.

Unhappy with their decision, Miss H brought her complaint to our service where it was passed to an investigator to look into.

The investigator recommended that Miss H's complaint should not be upheld. In their assessment the investigator concluded that there was no evidence that the car was mis sold to Miss H, or that there were any faults present or developing at the point of supply which made it of unsatisfactory quality.

Miss H didn't accept the investigator's assessment. However, as the investigator's opinion remained unchanged, Miss H asked that her complaint be referred to an ombudsman for a final decision.

### **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.

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

In considering what is fair and reasonable, I've thought about all the evidence and information provided afresh and the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider to have been good industry practice at the relevant time.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Miss H complains about a conditional sale agreement. Entering into consumer credit contracts like this is a regulated activity, so I'm satisfied we can consider H's complaint about Moneybarn. Moneybarn is also the supplier of the goods under this agreement, and is responsible for a complaint about their quality.

The Consumer Rights Act 2015 (CRA) is relevant in this case. It says that under a contract to supply goods, there is an implied term that "*the quality of the goods is satisfactory, fit for purpose and as described*". To be considered as satisfactory, the CRA says the goods need to meet the standard that a reasonable person would consider satisfactory, considering any description of the goods, the price and all the other relevant circumstances. The CRA also explains the durability of goods is part of satisfactory quality.

So, it seems likely that in a case involving a car, the other relevant circumstances a court would consider might include things like the age and mileage at the time of sale and the vehicle's history.

My starting point is that Moneybarn supplied Miss H with a used car that had travelled 96,261 miles. With this in mind, I think a reasonable person would expect the level of quality to be less than that of a brand-new car with lower mileage; and that there's likely to be signs

of wear and tear due to its usage. There'd be an increased likelihood of unforeseen problems surfacing sooner than in a new vehicle.

Although I've not seen expert evidence that the car is faulty, I'm persuaded by what Miss H has told us about the condition of the car. I've also seen a job card provided by Miss H which shows headlamps and bulbs were purchased in November 2023. I think it's more likely than not that these parts required replacing at that point.

Having considered the car had some faults, it seems to me there are two key issues for me to consider in relation to this complaint:

1. Was the car of satisfactory quality when it was supplied to Miss H?
2. Was the car misrepresented to Miss H?

### *Satisfactory quality*

Miss H reported a number of issues with the car, and I can see that there were emails going back and forth between Miss H and the dealer about the problems she was experiencing. On 6 November 2023 an independent inspection was carried out on the car which specifically looked at the hand brake and dim lights. However, during the inspection, a road test was carried out where it commented that *'The vehicle drove commensurate to its age and mileage, showing no faults'*. the report goes on to say: *'On returning from road test we checked the operation of all the vehicles lights. All lights were working correctly'*

The report gave the opinion that:

*'We were unable to fault the vehicle at the time of our inspection and we would not consider the reported faults with the vehicle to have been present or developing at the point of finance inception.'*

In an email to the investigator dated 10 September 2024 Miss H said besides the inspection report and MOTs the car wasn't inspected at any other time.

So having considered the evidence provided I'm not persuaded that the issues Miss H described would have been present or developing at the point of supply.

Under the CRA the goods would have to be considered of unsatisfactory quality at the point of supply for there to be a breach of contract, and before the remedies set out under the act would become available. In this case, I've seen no evidence that the issue reported by Miss H made the car of unsatisfactory quality.

I acknowledge that Miss H may have been disappointed with the condition of the car, but it doesn't mean it was of unsatisfactory quality. The car was supplied with a mileage close to 100,000, and with an age of around ten years old, so it's likely to have had a considerable amount of wear and tear. This would be considered reasonable. Up to the point of the inspection Miss H was able to travel an additional 6,000 miles, and up to the point of when Moneybarn issued their second final response Miss H had travelled around 17,000 miles in total. This was confirmed on the MOT report which was completed in July 2024 and means there was a considerable amount of usage of the car in its first year which is expected would add to its 'in service' wear and tear.

Overall, I'm satisfied from the evidence provided that the car was of satisfactory quality when it was supplied to her.

### *Misrepresentation*

To investigate whether there was a misrepresentation of the car at the point of supply, I consider whether there's been a false statement of fact and then if the false statement of fact would have induced Miss H to acquire the car. Based on the evidence I have from both parties; it seems unlikely that a false statement of fact was made, so I don't think the car was misrepresented

Miss H said she was told the car would be supplied with Bluetooth technology and a reversing camera. In an email to the investigator Miss H also said it was advertised as such.

Miss H provided a copy of the basic details used in the advert which was provided directly from the advert provider. The text doesn't advise the features Miss H claims. I've also not seen any evidence confirming, prior to supply, that the features Miss H expected would be on the car. So, I've no evidence that this was confirmed to Miss H prior to her acquiring the car. So, all things considered I'm not persuaded the car was misrepresented to Miss H.

Miss H has said that her mental health has been affected by this situation, I'm sorry to hear this. Whilst I've not considered Moneybarn to be at fault in this case, I acknowledge what Miss H has shared about her situation. Miss H may find it helpful to seek further support, for example through recognised organisations. Further information is available on our website at the following address <https://www.financial-ombudsman.org.uk/consumers/complaints-can-help/complaints/vulnerability>

### **My final decision**

Having thought about everything above along with what is fair and reasonable in the circumstances I don't uphold Miss H's complaint about Moneybarn No. 1 Limited

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 10 July 2025.

Benjamin John  
**Ombudsman**