

The complaint

Mr C complains that a car that was supplied to him under a conditional sale agreement with Moneybarn No. 1 Limited wasn't of satisfactory quality.

What happened

A used car was supplied to Mr C under a conditional sale agreement with Moneybarn that he electronically signed in September 2023. The price of the car was £4,395 and Mr C agreed to make 60 monthly payments of £159.42 to Moneybarn. Mr C says that there were issues with the car from the outset and that the car's clutch failed and there are issues with the tyres. He complained to Moneybarn in August 2024 about issues with the car but it said that it considered the issues to be the result of wear and tear so it was unable to uphold his complaint.

Mr C wasn't satisfied with its response so complained to this service. The conditional sale agreement has been terminated and the car has been collected from Mr C. Mr C's complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. He didn't consider it to be likely that Mr C would have been able to drive the car for more than 10,000 miles over a year if it hadn't been of satisfactory quality when it was supplied to him, and, if there had been a fault with the clutch when the car was supplied to him, he considered that it would be reasonable to expect the fault to have been identified much sooner.

Mr C didn't accept the investigator's recommendation and has asked for his complaint to be considered by an ombudsman. He says that the issues were there from the beginning.

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.

Moneybarn, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Mr C. Whether or not it was of satisfactory quality at that time will depend on a number of factors, including the age and mileage of the car and the price that was paid for it. The car that was supplied to Mr C was first registered in 2014 so was about nine years old, the conditional sale agreement shows that it had been driven for 95,695 miles and the price of the car was £4,395. Satisfactory quality also covers durability which means that the components within the car must be durable and last a reasonable amount of time – but exactly how long that time is will depend on a number of factors.

Mr C says that there were issues with the clutch and the tyres from soon after the car was supplied to him but he's not provided any evidence from a garage or other third party about the issues with the car's clutch and tyres. He complained to Moneybarn about those issues in August 2024, nearly a year after the car was supplied to him, and he says that when the clutch failed the car had a mileage of about 106,000 miles.

The car passed an MOT test in September 2023 with no advisories and its mileage was recorded as 95,662 miles. Mr C was then able to use the car to drive more than 10,000 miles before he complained to Moneybarn in August 2024 about issues with the car. He's not provided any evidence to support his claim that there were issues with the car when it was supplied to him. I'm not persuaded that there's enough evidence to show that the car wasn't of satisfactory quality when it was supplied to Mr C or that Moneybarn has acted incorrectly in its dealings with Mr C about the car.

Mr C says that the car's clutch has failed and the car has been collected from him after Moneybarn terminated the agreement. I find that it wouldn't be fair or reasonable in these circumstances for me to require Moneybarn to reduce or waive the outstanding amount that Mr C owes to it under the conditional sale agreement or to take any other action in response to his complaint.

My final decision

My decision is that I don't uphold 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 25 August 2025.

Jarrold Hastings
Ombudsman