

## **The complaint**

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

## **What happened**

A used car was supplied to Mr M under a conditional sale agreement with Moneybarn that he electronically signed in October 2021. The price of the car was £16,200, Mr M made an advance payment of £500 and he agreed to make 35 monthly payments of £471.83 to Moneybarn.

Mr M complained to Moneybarn in February 2024 that the engine in the car doesn't belong to it and the dealer had refused to assist him. It said that it considered that the issues raised were the result of wear and tear so it was unable to uphold his complaint, but due to the length of time that it had taken to resolve his complaint, it credited £100 to his account for any distress and inconvenience caused. Mr M wasn't satisfied with its response so complained to this service.

His complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. He said that he hadn't been provided with any evidence that the engine provided with the car wasn't of satisfactory quality or when it had been replaced.

Mr M didn't accept the investigator's recommendation and has asked for his complaint to be considered by an ombudsman. He says that he's provided three key pieces of evidence: the car history provided to him in October 2021; a technician's video showing that the engine doesn't belong to the car that he purchased; and the salvage history of the car showing that it was an accident damaged car that was in a salvage yard prior to it being supplied to him. He says that the car was obtained from a salvage yard with extensive damage and was repaired for resale but the engine isn't the original one. He says that the basis of his complaint is that those facts weren't disclosed at the time of sale and that the car wasn't as described, otherwise he wouldn't have bought it.

## 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 M. 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 M was about three years old, had been driven for 61,610 miles and had a price of £16,200. 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.

I've seen no evidence to show that Mr M complained about any issues with the car until a letter that he wrote to the dealer and Moneybarn in about February 2024, more than two years after the car had been supplied to him. He said:

*"I recently discovered when I took my car for service with a[n] ... authorised dealer that the engine in the vehicle does not belong to the vehicle and this was not disclosed to me at purchase. There is also evidence that major engine work was performed on the vehicle before the sale and this was not disclosed and no service history was provided to show this major work. Because of the markings underneath the bonnet and everything detailed in the attached video, I believe it is highly unlikely that the seller did not know about this. By not disclosing this [the dealer] deliberately misled me and misrepresented the quality of the vehicle. The vehicle has an engine with sensors missing and the wiring cobbled up, and to my mind [it's] not in brilliant condition".*

I can see that the car passed MOT tests in October 2021 (before it was supplied to Mr M), October 2022 and October 2023 and that its mileage at those times was 61,603, 89,199 and 109,795. There was no mention at the times of those tests of any issues with the car's engine. When the car was inspected by a manufacturer's dealer in February 2024, its mileage was recorded as 113,790 miles so, in about two years and four months since the car was supplied to Mr M, it had been driven for 52,180 miles.

The job card for the February 2024 inspection says:

*"Found multiple faults one being the timing chains, however needed to run compression tests to check engine health as well. Upon further inspection we have noticed that the serial numbers do not match and looks as if different engine spec has been used for vehicle and various other parts. Advise checking with supplying retailer".*

The investigator said that he'd spoken with the manufacturer's dealer that had inspected the car and it said that some of the sensors which are vital for the running of the car weren't connected and that Mr M wouldn't have been able to cover the mileage that he'd completed with the sensors not connected. It also said that there wouldn't be a way of telling when the engine had been replaced and that the car was in a worn condition with a crack in the windscreen, worn brake pads, damage to the passenger rear door, the rear axle was leaking and the car hadn't been serviced since July 2019.

Mr M says that he's provided the salvage history of the car showing that it was an accident damaged car that was in a salvage yard prior to it being supplied to him and that it was obtained from a salvage yard with extensive damage and was repaired for resale. I've not

seen any such evidence. I have seen a motor-check report on the car which shows in green and with a tick that it's been checked that the car was a write-off, had been scrapped and had been stolen and that its mileage and MOT status had been checked but I consider that the green and the tick mean that the check had found that the car hadn't been written-off and hadn't been scrapped.

The car clearly has an engine that isn't its original engine, but I'm not persuaded that there's enough evidence to show when the engine was replaced. Nor am I persuaded that there's enough evidence to show that the dealer misrepresented or mis-sold the car to Mr M. I consider that the use that Mr M has had from the car shows that it wasn't of unsatisfactory quality when it was supplied to him.

Due to the length of time that it had taken to resolve Mr M's complaint, Moneybarn credited £100 to his account for any distress and inconvenience caused. I consider that to have been a fair and reasonable response to the customer service issues that Mr M had experienced. I consider that Moneybarn's response to the issues with the car about which Mr M had complained was fair and reasonable. Mr M said in his complaint form that he'd like Moneybarn to provide him with a three year old car as specified or a full refund and to take the car back. I find that it wouldn't be fair or reasonable in these circumstances for me to require Moneybarn to allow Mr M to reject the car, to provide him with a replacement car or to take any other action in response to his complaint.

### **My final decision**

My decision is that I don't uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 12 March 2025.

Jarrold Hastings  
**Ombudsman**