

The complaint

Mr B is unhappy with the quality of a car financed by Moneybarn Limited using a conditional sale agreement.

What happened

In September 2023, Mr B entered into a conditional sale agreement with Moneybarn for a used car. The car was around ten years old and had been driven for 81,815 miles. The cash price was £7,634.67.

In October 2023 Mr B experienced issues with his car. After complaining, it was agreed that the car was returned to the dealership who carried out a number of repairs. Mr B reported a leak with the car's radiator at the time, but the dealership said they were unable to find a fault with it.

Mr B said the car then seemed to drive okay.

In August 2024 Mr B experienced issues with the car again. He provided a report from a mobile mechanic saying the radiator was leaking coolant. He was advised to refrain from driving the car as it was at risk from overheating.

Because he felt the issues with the car were present at the point of supply, he complained to Moneybarn. They contacted the dealership who confirmed they couldn't find a leak with the radiator in 2023. They also said that an MOT in April 2024 showed the mileage was now 91,605 miles. They said if the radiator was leaking in October 2023, they would've expected the issue to present itself earlier, particularly considering the number of miles that had been driven.

Moneybarn supported the dealership's position and issued a final response letter rejecting the complaint. Unhappy with this response Mr B brought the complaint to us. One of our investigators looked into it. She said she didn't think there was enough evidence to show the car was of unsatisfactory quality when it was supplied.

Mr B didn't agree, so the case has been passed to me to make 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.

Mr B acquired his car using a conditional sale agreement and so The Consumer Rights Act 2015 ("CRA") is a relevant legislation for this complaint. The CRA sets out expectations and requirements around the quality of goods supplied. In summary, goods should be of satisfactory quality. Section 9 of the CRA says that goods are of satisfactory quality if they meet the standard that a reasonable person would consider satisfactory. When considering the quality of a car, the age, mileage and price are things that need to be considered.

Mr B is currently experiencing a leak with his radiator. He says this problem originally occurred in October 2023. He has supplied a report from a garage during this time which says coolant was leaking from the radiator.

I've noted the dealership took the car back after this report and said they couldn't find anything wrong with the radiator. Mr B also said the car seemed to drive okay after.

Mr B then began to experience issues with the radiator again almost a year after the dealership had inspected the car, and after driving over 10,000 miles.

Overall, I find the dealership persuasive when they say they would've expected the issue to have presented sooner than when it did if there was a radiator leak in October 2023, or at the point of supply. I've also considered that the car was around 10 years old when Mr B acquired it. And I've also thought about its mileage and the price Mr B paid for it.

So, considering the CRA and bearing all of this in mind, I think a reasonable person would consider this car to be of satisfactory quality at the point of supply. This is because there isn't persuasive evidence that the current problems with the radiator were present at the point Mr B acquired the car.

Because of this, I don't think Moneybarn need to do anything further in the circumstances of this complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 9 September 2025.

Ami Bains
Ombudsman