

The complaint

Miss K complains about the quality of a used car she acquired through a conditional sale agreement financed by Moneybarn No. 1 Limited trading as Moneybarn (Moneybarn).

What happened

In May 2023, Miss K acquired a used car through a conditional sale agreement, financed by Moneybarn. The car was around seven years old at the point of supply, the cash price was around £19,995 and it had 71,000 miles on the odometer.

In November 2023, Miss K says the car's heater stopped working and after inspecting the car, the manufacturer was unable to determine the fault, nor repair the issue.

Miss K says the car was then inspected by a third-party garage who determined that the windscreen had been replaced prior to her acquiring the car but due to it not having been resealed correctly, a gradual leak had occurred causing substantial water damage to the centre console switch pack. As a result of the damage, she says the heating, heated seats and hazard warning lights weren't functional. She also says the garage informed her the car's timing chain was noisy and that it required replacing.

In February 2024, Miss K says after having spent over £1,000 trying to repair the faults, she complained to Moneybarn. Explaining the above faults to Moneybarn, Miss K said because the car wasn't in a satisfactory condition at the point of which it was supplied to her, she wanted it repaired fully or for a replacement to be provided. She said if this wasn't possible, she wanted to reject the car.

In March 2024, Moneybarn didn't uphold Miss K's complaint saying in their final response they couldn't conclude the issues present at the time of her complaint were evidence of inherent faults with the car at the point of supply. Moneybarn said had the issues been present, she would've reported them much sooner and wouldn't have been able to have travelled the distance she had. Instead, Moneybarn said the issues raised were due to wear and tear, an inevitable occurrence resulting from ordinary use with a car of that age and mileage.

Further Moneybarn said Miss K had been in possession of the car for nine months prior to her raising her concerns with them but that in any case, because she had work carried out on the car by a third-party garage prior to her raising the complaint, as components had since been repaired or replaced, they wouldn't be able to investigate when or how the issues originally arose.

Miss K asked the Financial Ombudsman Service to investigate her complaint, saying she had reported the heating issue to her warranty provider within the first six months of the car being in her possession. She also said the damage hadn't presented itself sooner because she acquired the car during the summer months and as it was only when heavier rainfall came that things went wrong.

Miss K said the car's condition had worsened since making her initial complaint, with the

battery now having died and neither key allowing her to gain access – she says indicates she was supplied a car with copied keys. Miss K said the car's condition had majorly impacted her existing physical health conditions, she'd had to quit her job due to both her health and not having working transport and that the car had since been SORN.

One of our Investigators looked into things but said he'd not seen any evidence Miss K had reported any issues with the car within the first six months of it being supplied to her, nor had he seen any evidence to support the windscreen had been replaced prior to the point of it being supplied.

Regarding the timing chain, our Investigator said he was not persuaded it ought to have been changed prior to Miss K being supplied the car and neither had he seen any evidence to support there was an issue with it at the point of supply. He said it didn't appear Miss K had serviced the car prior to the third-party garage identifying the issue and it had passed an MOT around a month later which showed Miss K had continued to drive the car after the issue was brought to her attention.

In summary, our Investigator said he thought the problems Miss K was experiencing appeared to be due to a reasonable level of wear and tear, but that this didn't mean it was of unsatisfactory quality when it was supplied.

Miss K remained dissatisfied and said she'd been in touch with a third-party to arrange an independent inspection of the car but that due to unavoidable circumstances, this might take some time.

Having allowed some time and after conducting a review, our Investigator said while he understood Miss K's reasons for wanting to instruct the independent inspection, having considered the age and milage of the car when it was supplied to her, the lack of a service having been carried out and her continuation to drive the car, he didn't think the report would make a difference to his opinion that the complaint shouldn't be upheld.

Miss K disagreed with our Investigators opinion, reiterating the issue with the heating system arose within six months of the car being supplied to her. Miss K also pointed out she was not obliged to have it serviced while it was covered under warranty and that she continued to drive the car strictly for essential journeys, but only after the third-party garage explicitly told her it was safe to do so.

Finally, Miss K said the car was never fit for purpose during winter conditions and that the issues were a fundamental failure of the car's design or condition at the point of sale, as opposed to being due to wear and tear.

Our Investigator said his opinion remained the same. So, because Miss K remained unhappy, her complaint has come to me to decide.

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.

But first, I'm aware I've summarised this complaint in less detail at times than has been provided, and I've done so using my own words. No discourtesy is intended by this. Instead, I've concentrated on what I think are the key issues here. Our rules allow me to do this.

This reflects the nature of our service as an informal alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't

need to comment on every detail or address every point to be able to reach what I think is the right outcome in the circumstances of this complaint.

Where evidence is incomplete or inconclusive (as some of it is here), I've reached my decision on the balance of probabilities, deciding what I consider most likely to have happened in light of the evidence that is available and the circumstances of this complaint as a whole.

Having done so, while I know this will come as a disappointment to Miss K, I'm not upholding her complaint. I'll explain why.

First, as this complaint concerns the quality of goods, in this case a car, supplied through a regulated conditional sale agreement Miss K entered into, I'm satisfied this is a complaint we can consider.

In considering what's fair and reasonable, I need to have regard to the relevant law and regulations. The Consumer Rights Act 2015 (CRA) is relevant to this complaint. It says that under a contract to supply goods, there is a statutory right for the goods to be of satisfactory quality. It's important to say in this case, the CRA specifically states durability is an aspect considered when assessing if goods are of satisfactory quality.

To be considered satisfactory, the goods would need to meet the standard that a reasonable person would consider satisfactory – taking into account any description of the goods, the price and all other relevant factors such as age and mileage of the car at the time it was supplied.

As I previously explained, Miss K acquired a used car that was around seven years old and had travelled 71,000 miles. The cash price of the car was around £19,995.

I'm satisfied a reasonable person would have the expectation that the quality of Miss K's used car would be less than that of a new car. I say this simply because a new car would cost considerably more, and all parts and mechanics would be new and without wear at the point of supply.

I need to consider if Miss K's car was of satisfactory quality or not. To do so, I must decide if the issues with the car Miss K now faces were inherent or developing at the point of supply, or if instead they are as a result of wear and tear.

I'll first address the issues with the heating system. I'll then go on to address the other issues experienced by Miss K.

Heating system

There's clearly a dispute as to when the issues with the heating system first arose and/or when they were first reported by Miss K.

While I don't doubt Miss K when she says the issues first arose within six months of the car being supplied to her, with regard to when the issue was first reported, I must consider the evidence available to me.

I've listened to the call between Miss K and her warranty company. On the call Miss K asks for confirmation of when she first reported the issue with the heating system to them. The advisor confirms the initial call was received by them on 20 November 2023. The advisor was unable to locate any call received prior to then. Further I've not seen any evidence of the car being inspected prior to January 2024. As the car was supplied to Miss K on 8 May

2023, I can't be satisfied the issues more likely than not arose within the six months that followed.

While I note Miss K's previous discussions with our Investigator about instructing an independent inspection of her car, our Investigator later decided he didn't think her doing so, at her own cost, would change his opinion. I've thought about this carefully and I agree.

Miss K first mentioned arranging an independent inspection after our Investigator issued his view in January 2025. But this is around 20 months after the car was supplied to her and some time after the issues arose. In addition, work had already been carried out on the car prior to the complaint being raised and the car since being declared as SORN.

So, on balance, I think it's more unlikely than likely an engineer would be able to establish now, if the water ingress, damage to the internal components or the timing chain (which I will come on to discuss) was inherent or developing at the point of the car being supplied. And instead, I'm satisfied I have all the information and evidence I need available to me to reach what I consider, on balance, to be a fair and reasonable decision in the circumstances of this case.

When the car was inspected and work carried out on it by a third-party garage, the invoice noted 'window screen leaking' which would explain any water ingress that might have been occurring at the time. Miss K says she was told this determined the front windscreen had been replaced prior to it being supplied to her and when fitted, not correctly sealed. But I've seen no evidence to support this was the case.

The first evidence I've seen of the car being inspected was in January 2024, at the time it was around seven and a half years old, and it had travelled around 75,000 miles. I don't think it's unreasonable that components such as rubber seals may deteriorate over both time and use.

Miss K says the issues only occurred some months after the car being supplied to her due to the rainfall levels increasing during the winter months. But those earlier months did see some rainfall and Miss K says she first started to experience issues with the heating system in September 2023, prior to any sharp increases in rainfall that year.

I'm satisfied on balance, the issues Miss K experienced with the car's heating system were more likely than not, consequential damage caused as a result of reasonable wear and tear. I think had the issues been inherent or developing, Miss K would've experienced problems much sooner and after having travelled much less distance than what she did.

So, for the reasons I've explained, on balance I'm satisfied if there had been an issue with the windscreen seal or heating system at the point of supply, they would have come to Miss K's attention much sooner. They didn't, and I've not seen anything to persuade me the car was of unsatisfactory quality at the point it was supplied to Miss K.

I've also considered if the car supplied to Miss K was durable. But, considering the miles covered and the time that had passed prior to any indication of an issue being identified, I'm satisfied it was. So, I won't be asking Moneybarn to do anything here.

Timing chain

Following work completed to fix the heater issues in February 2024, the third-party garage made comment on an 'engine rattle' and noted 'we have had this on many occasions with this type of vehicle we know it needs a timing chain replacement'.

While there is no fixed timing chain replacement schedule set out by the manufacturer, it's recommended the timing chain should be inspected at around 80,000 to 100,000 miles, or sooner if rattling noises are heard.

But when the car was inspected by another garage in January 2024, the garage made no mention of any similar issue or concern, nor had Miss K indicated she was aware of any unexpected engine noise in the eight months of her ownership and despite having travelled around 4,500 miles prior to February 2024.

So, from the evidence available to me, I've seen nothing to suggest at the time the car was supplied, with it having travelled 71,000 miles, that there was any indication the timing chain ought to have been replaced as standard prior to the sale. And on balance, it's more likely than not that the noises identified were the first indication of an issue that needed attention.

In summary, I'm not persuaded any subsequent timing chain issue that has presented itself meant the car was of unsatisfactory quality when it was supplied to Miss K.

Again, for the reasons I've already explained, on balance I'm satisfied if there had been an issue with the timing chain at the point of supply, it would have come to Miss K's attention much sooner.

I've also considered if the car supplied to Miss K was durable. But, considering the miles covered and the time that had passed prior to any indication of an issue being identified, I'm satisfied it was.

Other issues

Miss K had said the cars condition worsened since initially raising her complaint in that the battery died and she was unable to access the car even when using the metal keys.

I can't see these issues have been raised with Moneybarn, nor that they've had the chance to respond to them directly. So, while I'm sorry to hear Miss K has experienced further issues with the car – and that ultimately, she felt she had to make the decision to declare it SORN, these additional issues aren't ones I'm considering in my decision. I won't comment on them further.

To summarise, while I have sympathy for the issues Miss K has encountered and the impact those issues have had on her, I'm not persuaded the cars issues were inherent or developing, nor that it wasn't durable at the point of supply. It follows, I'm satisfied the car was of satisfactory quality when supplied to Miss K and I won't be asking Moneybarn to do anything to put things right.

My final decision

For the reasons I've given, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 2 October 2025.

Sean Pyke-Milne
Ombudsman