

The complaint

Mr P complains that a used van he acquired through a conditional sale agreement financed by Moneybarn No. 1 Limited trading as Moneybarn ('Moneybarn') is of unsatisfactory quality.

What happened

In August 2023 Mr P took out a conditional sale agreement to cover the cost of a used van. The van cost £9,000. It was around eight years old, and the hire purchase agreement shows it had around 71,000 miles on the odometer. Mr P made an advance payment of £500. He entered into a conditional sale agreement to finance the remaining £8,500. After interest and charges the total amount due was £14,869.78, repayable in 48 monthly instalments of £305.74.

Mr P said he stopped for fuel on the day he collected the van from the supplying dealer (who I'll refer to as 'G'), but found the van took several minutes to start. He noticed that the coolant warning light stayed on for around ten minutes after starting the van, regardless of the coolant level. Mr P took the van to a third-party garage for a diagnostic scan. And he contacted G to tell them about the problems, including the fault codes the diagnostic scan showed. Mr P told us that G didn't reply.

In March 2024 Mr P took the van back to G. He said the van still wasn't starting well, the coolant light remained illuminated for up to 15 minutes after starting the van and the clutch was intermittently sticky. The van remained with G for five weeks. G took the van to a specialist garage, which said it needed two new fuel injectors. G said fuel injectors weren't covered under the van's extended warranty, and recommended Mr P contact Moneybarn for help. Mr P let Moneybarn know there was a problem with the van, but didn't raise a complaint at that point.

In May 2024 Mr P instructed an independent expert ('SV') to inspect the van. The report concluded that the van had significant clutch adhesion issues, which the engineer thought pointed to a hydraulic system fault. SV said the van had travelled almost 80,000 miles and so the clutch was nearing the end of its in-service life. In their view, the issues with the clutch were down to general wear and tear. The engineer said there was no obvious coolant loss, and he hadn't encountered any significant problems starting the van.

In October 2024, Mr P paid for a new master cylinder to be installed in the van. Around that time, Mr P also complained to Moneybarn. Moneybarn said that based on the expert report the faults Mr P was complaining of weren't deemed to have been present at the point of supply. And so, they didn't uphold Mr P's complaint. Unhappy with the outcome Mr P contacted our service for help.

Our investigator acknowledged that Mr P had experienced problems with the van. But he didn't think the available evidence showed that the van wasn't of satisfactory quality at the time of supply. And so, our investigator didn't think the complaint should be upheld. Mr P didn't agree. He said the fuel injectors were faulty from the outset and couldn't be considered a wear and tear issue. And he said he'd paid for an additional warranty, which didn't cover the repair. Mr P asked for an ombudsman to consider the complaint – and it came to me.

I issued a provisional decision on 23 May 2025. In that I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I don't intend to uphold Mr P's complaint. I'll explain why. In doing so I'm going to focus on what I think is the key issue and the crux of Mr P's complaint. This reflects the informal nature of our service.

Our investigator applied the rules and guidance contained in the Consumer Rights Act 2015 ("CRA") when considering Mr P's complaint. But Mr P said he's self-employed and he was using the van for work. The CRA defines a consumer as "an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession". Mr P acting in his capacity as a sole trader doesn't meet this definition, and so the CRA doesn't apply here. But the conditional sale agreement at the heart of this complaint is covered by the Sale of Goods Act 1979. It says that goods supplied must be of satisfactory quality. The concept of satisfactory quality includes whether goods are free from defects, reasonably durable, fit for purpose, and as described.

Mr P acquired a used van that cost £9,000. It was around eight years old and had around 71,000 miles on the odometer. I think a reasonable person would expect a van of that age and mileage to have more wear and tear than a new van. And that it may need repair or maintenance sooner than a newer van would.

So, what I need to consider here is whether the van was of satisfactory quality at the time it was supplied. Mr P said the van had three issues right from the start – it wasn't starting well, the coolant light remained illuminated for up to 15 minutes after the van started, and the clutch was sticky. He sent us a video taken in August 2023, which shows the van struggling to start.

There is limited information available about exactly what happened here. Mr P took the car to a third-party garage a diagnostics scan was undertaken on 11 August 2023. I can see three fault codes were present:

- P1641 (64) – fuel pump primary circuit failure*
- P1642 (64) – fuel pump monitor circuit high input*
- P1643 (64) – fuel pump monitor circuit low input*

I've not seen anything to show that further investigation into the reason for the fault codes was undertaken. And Mr P said no repairs took place.

I've thought about this carefully. I think it's clear from what Mr P said that there was a problem with the van. The fault codes I've set out above could be caused by a range of things, each requiring a different type of repair. No further investigation was undertaken and so there's nothing to show what the cause was and what needed to be done to fix it. Nor is there any evidence that suggests there were any other faults with the van. The cumulative effect is that it's difficult now to determine if whatever was causing the problems with the van in August 2023 meant it wasn't of satisfactory quality at the time of supply.

Given the problems started so soon after Mr P acquired the van, I can understand why he contacted G instead of Moneybarn. But I think it would've been reasonable for him to have also contacted Moneybarn as owners of the van to tell them what had happened – especially when G didn't respond to his messages. Mr P chose not to do

this and instead continued to use the van until March 2024 – which may have exacerbated any underlying issues. In doing so, Mr P effectively denied Moneybarn the opportunity to put things right.

In March 2024 Mr P told G he was dropping the van with them because he continued to have problems starting it. He also mentioned the coolant light and that the clutch was now consistently sticky. G took the van to a specialist garage, which said two fuel injectors needed to be replaced. G offered to arrange a quote, which Mr P declined. He said the problems had been there from the start and he'd purchased an extended warranty.

Again, there isn't a lot of information about what happened at this point. I've not seen any diagnostics or investigation reports from either G or the specialist garage they took the van to. What is clear from the messages Mr P and G exchanged on 27 April 2024 is that the van needed two new fuel injectors. Mr P said fuel injectors aren't a wear and tear item, and that they were faulty at the time he acquired the van.

I don't agree. Fuel injectors typically last between 50,000 and 100,000 miles if the vehicle is maintained properly. Here, the van had covered 71,000 miles at the point of supply and Mr P had regular use of it before the fuel injectors needed replacing. I'd note here that he drove the van in the knowledge there was a potential problem relating to the fuel pump, as he'd had a diagnostic test in August 2023. So, I can't say that the van was being properly maintained. Overall, I'm not inclined to say the fuel injectors failed prematurely or that the fuel injectors meant the van wasn't of satisfactory quality.

In May 2024 Mr P paid for SV, an independent expert, to inspect the van. According to the report dated 21 May 2024, the van had covered 76,315 miles at this point. This means Mr P had the van for around nine months and driven just over 5,300 miles. Mr P provided us with a copy of the report, which I've considered carefully. It said that:

- the clutch pedal was at floor level, requiring slow lifting to correct its position and pumping to obtain clutch action*
- oil and water levels were adequate, but the coolant level was not visible, so the expert replenished it with a litre of water before road-testing the van*
- the engine started in around five seconds, all warning lights illuminated and extinguished except for blue coolant light*
- there were no stored or current codes*
- the engine running from cold didn't show evidence of misfires or uneven cylinder power. The coolant light extinguished.*
- a road test on dry road at speed of up to 45 mph showed no untoward features as regards to the steering, braking, general handling, transmission function or general performance, but the clutch pedal release point varied unless pumped to allow full travel*
- the coolant was rechecked after travel and the expert found no evidence of loss or abnormal expansion tank pressurisation*
- a hot engine restarts didn't show abnormal delay in starting the van*

The expert concluded that:

“The current evidence presented from visual inspection and road test today confirms the vehicle does have a significant clutch actuation issue, suspected to be a hydraulic system fault, probably the master cylinder.

However no obvious source of coolant loss /leakage was identified, and no significant starting issues were encountered. The coolant light did stay on 10 minutes after start-up however, there was no obvious cause why no evidence of any coolant leaks. The vehicle has covered some 5,000 miles since purchase on 10.07.2023 in our opinion that the issue with the clutch is a direct result of the clutch approaching end of its in-service life which is hardly surprising given the vehicles approaching 80,000 miles.

Any replacement the clutch would be classed as general maintenance and not as premature maintenance, particularly on a working vehicle. Regarding the coolant light staying on we cannot identify any cause and the vehicle drove as expected for its age and mileage the time of inspection. With our opinion general condition of the vehicle is as expected for a used vehicle this age and mileage.”

Based on SV’s report it’s clear there was a fault with the clutch. I’ve taken into consideration what Mr P said about the clutch being sticky ever since he first acquired the van. But he hasn’t provided any independent evidence which shows this fault was present or developing at the time of supply. Instead, the available evidence now suggests that the clutch failed due to natural and inevitable wear and tear consistent with a van of this age and mileage.

Mr P said the expert only did a visual inspection of the van and had no way of testing the fuel injectors. However, the report clearly sets out that a road test was undertaken; it shows the mileage before and after the road test. Crucially though, Mr P had already been told by G that two fuel injectors needed to be replaced. Yet, based on what I’ve seen it appears that Mr P continued to drive the van until October 2024, when he arranged for a clutch master cylinder to be fitted by a third party. I haven’t seen anything to suggest that the fuel injectors have been replaced. Mr P told us in early 2025 that he can no longer drive the van because the engine failure hazard light has come on.

Mr P has told us about the difficulties not having a working van is causing him, and so I appreciate my provisional decision will come as disappointing news. But based on what I’ve seen so far, and for the reasons I’ve set out above, I’m satisfied the van was of a satisfactory quality when it was supplied to him. And it’s more likely than not that the faults with the van were as a result of in-service wear and tear, and parts reaching the end of their natural life.”

Mr P didn’t accept the provisional decision and had no further relevant evidence or comments to provide. Moneybarn didn’t respond.

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.

As neither party has raised any additional arguments or provided further information for me to consider, I've got nothing further to add – my findings are unchanged from those set out above.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 7 July 2025.

Anja Gill
Ombudsman