

The complaint

Mr S complains that a car supplied to him under a conditional sale agreement with Moneybarn No. 1 Limited trading as Moneybarn was of unsatisfactory quality.

What happened

In February 2023, Mr S was supplied with a used car through a conditional sale agreement with Moneybarn. The cash price of the car was £16,849. Mr S paid a deposit of £3,000, and the amount of credit under the agreement was £13,849, to be paid over 59 monthly payments of £351.15. At the time of supply, the car was around four and a half years old and had covered 81,689 miles.

In July 2024, Mr S says the car started braking and slowing down unexpectedly while the cruise control was active. He took the car to a local garage and was told there was a problem with the front radar unit – which was affixed under the front grill with a cable tie. He said he was told the car was dangerous and shouldn't be driven.

Mr S said he wanted to exercise his right to reject the car under the Consumer Rights Act 2015 (CRA), as it wasn't of a satisfactory quality. He also said he was having problems with the handbrake. He mentioned that the car had some problems when it was supplied – including an issue with the door seals – which were repaired at the time by the dealership and under warranty. Moneybarn said it had been more than six months since the car was supplied, so Mr S needed to provide evidence – such as an independent report – showing that the car had a fault which was present at the point of supply.

Mr S referred his complaint to this service. He said he couldn't afford to arrange an inspection and thought it was Moneybarn's responsibility to do this - as it owned the car. Instead, he provided photos showing that the radar unit was affixed with a cable tie. One of our Investigators considered the complaint but didn't uphold it. While they acknowledged the photos provided by Mr S, they said these didn't clearly show that the radar unit was broken or that the car was faulty.

Mr S didn't agree, and said the photos were enough to prove that the radar unit wasn't affixed correctly to the front of the car. He said he couldn't legally use his phone while driving so wasn't able to demonstrate that the car was braking incorrectly. He said the radar unit should be rigid, and any problems with the way it's affixed will naturally affect the performance of the cruise control systems. He asked for the complaint to be referred to an Ombudsman for a final decision, so it's been passed to me to decide.

Since the complaint was referred to this service, Mr S has voluntarily returned the car to Moneybarn to end the agreement.

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.

If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my decision on the balance of probabilities – what I think is more likely than not to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mr S was supplied with a car under a conditional sale agreement. This is a regulated consumer credit agreement which means I can consider a complaint about it.

The CRA covers agreements such as the one Mr S entered into. Under this agreement, there is an implied term that the goods supplied will be of satisfactory quality. The CRA says that goods will be considered of satisfactory quality where they meet the standard that a reasonable person would consider satisfactory – taking into account the description of the goods, the price paid, and other relevant circumstances. I think in this case those relevant circumstances include, but are not limited to, the age and mileage of the car and the cash price. The CRA says the quality of the goods includes their general state and condition, as well as other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability.

So, if I thought the car was faulty when Mr S took possession of it, or that the car wasn't sufficiently durable, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask Moneybarn to put this right.

In this case, the car was around four and a half years old and had covered more than 80,000 miles. I think it's reasonable to expect a car of this age and mileage to have considerably more wear and tear than a newer one would – and that it would require some level of repair and maintenance sooner than a newer one.

Under the CRA, any problems that occur within the first six months of the agreement are assumed to have been present at the point of supply – unless there's evidence to suggest otherwise. In this case, the problems were reported after around 18 months, so the same assumption doesn't apply. This doesn't automatically mean the onus was on Mr S to demonstrate that any faults were present at the point of supply, but given that Mr S was in possession of the car for 18 months and drove close to 15,000 miles during that time, I think there was a greater responsibility on him to demonstrate this. Taking this into account, I don't think Moneybarn needed to arrange an inspection to determine whether there was a fault or when any faults occurred – unless Mr S provided evidence first to show that the car wasn't of a satisfactory quality when supplied.

As a starting point, I've considered whether Mr S has shown that the car had a fault. It's not disputed that there was an issue with the door seals soon after the car was supplied as well as some other minor problems – but Mr S accepted a repair for these issues at the time, and he hasn't raised any further concerns about them. Mr S says the car's front radar unit is broken, and was subject to a substandard repair before it was supplied to him - so isn't a matter of routine maintenance or wear and tear. He also reported a problem with the handbrake switch not working.

The car is no longer in Mr S' possession, and it's no longer possible to inspect it or diagnose any faults. So, I've considered the evidence that's available to me. Mr S says the garage who inspected the car explained the problem to him verbally and didn't provide anything in writing. While Mr S says he experienced problems with the car braking and slowing down unexpectedly, I haven't seen any video evidence, reports or job cards to show this.

Mr S has provided several photos of the radar unit. From these, I can see that part of the fitting is affixed to the front of the car with a cable tie. With the cable tie removed, I can see that part of the fitting appears to have worn away. So, it appears the radar unit's fitting was damaged and was held in place with a cable tie. Mr S suspects that the cable tie became worn and loose over time, which is why the problem didn't present itself until July 2024.

I appreciate it would have been difficult for Mr S to demonstrate the problem he experienced, as it only occurred while driving – so he couldn't take a photo or video of it himself. I don't doubt Mr S when he says the car started braking and slowing down unexpectedly. But I haven't seen anything to demonstrate what conditions this problem occurred under, how often it happened or what caused it. So, even if Mr S did experience an issue, I'm not persuaded – on balance – that he's shown that the problem was related to the radar unit or was otherwise caused by a fault with the car.

Mr S has provided research he carried out online which says a broken radar unit can impact the performance of driver assistance functions. I don't dispute this – but I haven't seen any evidence linking the problems Mr S describes to a fault with the car. Driver assistance functions can cause a car to brake unexpectedly for a variety of reasons – and this isn't always caused by a fault. I also haven't seen any evidence of the problem Mr S experienced with the handbrake.

But even if the problems Mr S experienced were caused by a fault, that wouldn't automatically entitle Mr S to reject the car under the CRA. I'd also need to be satisfied that the fault was present or developing at the point of supply and that it rendered the car of an unsatisfactory quality taking all the relevant factors into account. Based on the evidence I've seen, I'm not persuaded that's the case.

While Mr S has provided photos showing that the radar unit's fitting was worn and affixed with a cable tie, I haven't seen anything to demonstrate when this happened or how the unit was damaged. Given the length of time Mr S had the car, and in the absence of evidence to demonstrate otherwise, I can't fairly conclude that the radar unit's fitting was worn or had been subject to a previous poor repair when the car was supplied to Mr S.

I appreciate Mr S thinks Moneybarn should have arranged to inspect the car while he still had it – but for the reasons explained above I don't think it needed to do this. I also need to consider that Mr S was in possession of the car for 18 months and was able to drive close to 15,000 miles before he said he experienced a problem. I don't think he'd have been able to do this if the car was of unsatisfactory quality when it was supplied to him.

So, while I appreciate this will come as a disappointment to Mr S, I can't fairly conclude that there was a fault that rendered the car of unsatisfactory quality when the car was supplied to him. So, I don't think Moneybarn made an error by not allowing Mr S to reject the car, and I don't require it to do anything further.

My final decision

For the reasons I've explained, my final decision is that I don't uphold Mr S' complaint about Moneybarn No. 1 Limited trading as Moneybarn.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 10 September 2025.

Stephen Billings
Ombudsman