

The complaint

Mr O complains that he was mis sold the car he acquired through a conditional sale agreement with Moneybarn No.1 Limited trading as Moneybarn (“Moneybarn”).

What happened

Mr O entered into an agreement to acquire a car from Moneybarn in May 2024. The car was around eight years old and had covered around 60,000 miles. He complained to Moneybarn in June 2025 having discovered when he tried to sell the car through an online portal that they wouldn't list it due to previous potential accident damage and salvage history.

Moneybarn investigated his complaint and didn't uphold it. Mr O has brought the complaint to our service as he feels the car was mis sold as the history wasn't disclosed to him.

An investigator here investigated the complaint and didn't uphold it. They said that whilst they agreed with the evidence provided by Mr O that the car had previously been at a salvage site, the photos show only minor damage, it had no marker registered against it, hadn't been written off and had passed a HPI check before sale. They explained that the internet portal appear to have given him incorrect information about the level of damage the car had previously suffered, it was now roadworthy as was proven by it passing MOTs, and as such, they didn't agree the car had been mis sold.

Mr O didn't agree and asked for an Ombudsman to make a final decision. He provided an example of a previous decision issued by our service which he says showed his case should be upheld, and explained the investigator's conclusions were wrong, this past history information should have been disclosed to him before he acquired the car, and he didn't feel the supplier had acted with reasonable care and skill when selling him a car, as required in the relevant legislation.

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.

Having done so, I've reached the same overall conclusions as the investigator, and for broadly the same reasons. 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 view on the balance of probabilities – what I think is most likely 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 O was supplied with a car under a conditional sale agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

In line with the remit of our service to be quick and informal, I don't intend to comment on every specific point raised here. Many have been correctly answered already, and my focus is on the overall correct and fair outcome here.

Firstly, I'd like to address Mr O's claims that a previous decision at our service backs up his case. I'm afraid every case is different, and we judge each case on its own merits. So whilst I have read the decision he supplied, this doesn't include the full details of the case and the background, and I will be considering his case on its own merits.

I do agree with Mr O's statement that Moneybarn are liable under section 75 of the Consumer Credit Act for what he was told or not told by the supplying dealership during the sales process to acquire the car. But I then need to go on and decide if I think they gave him wrong information or omitted information they needed to tell him.

He believes that the supplying dealership or Moneybarn had a requirement to investigate further and disclose this information to him, as part of their duty of care to him and their requirements under the Consumer Rights Act 2015 (CRA). I'm afraid I don't agree with this. There are no specific requirements to carry out any further checks under the relevant legislation, and I'm not persuaded that these further checks are required to be carried out by a business in order to sell a car.

The car was not written off and did not have a salvage (S) marker applied to it. The evidence Mr O has provided shows it had previously suffered what appears to be fairly minor damage in an accident, and this kind of history likely applies to many used cars on the road.

Mr O has also said that the car was "misrepresented" to him, and the failure to disclose this information to him at the point of supply meant it had been misrepresented to him under the CRA. I also don't agree with this argument. If a car having been involved in a previous accident was a key consideration to Mr O before acquiring it, one which might change his decision to acquire it, I'd argue that he could have done this research himself, as he's now shown, and come up with that information. This isn't a standard required part of a pre-sales process for a dealership, and I'm not persuaded that the relevant legislation requires it to be, or that this means the car was misrepresented to him.

Mr O has provided information that one particular online portal refused to list the car and that they referenced the reason as being the car's salvage history. He hasn't confirmed whether he tried to show them that their description of the car history appears to be at best exaggerated, and he hasn't shown any other attempts to sell the car where he's suffered due to its history. The evidence he's provided shows that the accident damage that the car had previously suffered was minor, and it didn't mean the car was in any way unsafe or misrepresented.

The CRA often references what a reasonable person would expect, and in this case, I think a reasonable person would expect a lot of used cars to have suffered some accident damage previously. If this was a key consideration for Mr O, I'd expect to have seen him do further research himself before acquiring the car.

Alongside this, I'm not persuaded that one online portal declining to list the car for him makes the car "not as described" in terms of the CRA when it was supplied, so I won't be asking Moneybarn to do anything more here.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 6 February 2026.

Paul Cronin
Ombudsman