

The complaint

Mr L complained about the quality of a car provided on finance by Moneybarn No.1 Limited.

What happened

Moneybarn supplied Mr L with a used car on a conditional sale agreement in September 2024. The cash price of the car was around £9,000 and it had covered around 63,600 miles since first registration in January 2018. The agreement required payments of around £300 for 59 months. Mr L paid a deposit of around £50.

Mr L complained to Moneybarn in February 2025. He said the car wasn't drivable due to a fault with the clutch and mass flywheel. He said that a garage had quoted repairs would cost around £1,600 and he'd paid around £80 for recovery. He asked for a repair or replacement.

Mr L said that his warranty wouldn't cover the repair due to it being wear and tear. He supplied a diagnostic report and feedback from the warranty inspection.

Mr L also said the car was advertised with a full service history which wasn't true.

Moneybarn acknowledged the evidence Mr L supplied, but because the garage that had inspected the car had deemed the issue with the clutch was due to wear and tear it declined to pay for a repair. It said that Mr L had the car for five months and had driven around 3,400 miles so it thought the fault was due to reasonably expected wear and tear. Moneybarn ultimately didn't uphold the complaint.

Mr L referred his complaint to the Financial Ombudsman. An investigator here considered the complaint. She thought that the evidence pointed to the car being of satisfactory quality when it was supplied.

Mr L disagreed. In summary he said the mileage quoted was incorrect. He'd only covered around 1,700 miles in four and a half months. He said the MOT and service hadn't been carried out correctly. He'd supplied photos to show what the parts looked like. He was shocked to have to pay over £2,000 for a new clutch and mass flywheel so soon into the agreement.

The complaint has been passed to me to make a 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.

I've read and considered the evidence submitted by both parties, but I'll focus my comments on what I think is relevant. If I don't comment on a specific point, it isn't because I haven't considered it, but because I don't think I need to comment in order to reach what I think is the right outcome. This is not intended as a discourtesy but reflects the informal nature of this service in resolving disputes.

Firstly, I am very sorry to hear about the difficulties Mr L has described to this service. He's explained the impact this has had on his health. I acknowledge this and I can't imagine how he must be feeling but thank him for bringing his complaint.

The agreement in this case is a regulated consumer credit agreement. As such, this service is able to consider complaints relating to it. Moneybarn is also the supplier of the goods under this type of agreement, and responsible for a complaint about their quality.

The Consumer Rights Act 2015 (CRA) is of particular relevance to this complaint. It says that under a contract to supply goods, there is an implied term that "the quality of the goods is satisfactory".

The CRA says the quality of goods are satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances. In a case involving a car, the other relevant circumstances might include things like the age and mileage at the time of supply and the car's history.

The CRA says the quality of the goods includes their general state and condition and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability.

Moneybarn aren't required to supply a working car for the whole of the agreement. Unfortunately, due to the nature of mechanical engineering sometimes things go wrong that can't be anticipated, and it is the consumer's responsibility to pay for maintenance and repairs. But the goods do need to be of satisfactory quality at the point of supply.

What I have to bear in mind is that just because I've seen there were faults with the car, this doesn't necessarily mean the car wasn't of satisfactory quality when it was supplied to Mr L – which is what I need to decide. I'd need to see sufficient evidence the faults made the car of unsatisfactory quality when it was supplied to Mr L. The problem I have is that I've not seen enough evidence to determine that's the case.

Mr L supplied a diagnostic from a mechanic who inspected the car for a warranty repair, which determines what the problem is and how much it would cost to repair. Mr L has indicated he was told the warranty wouldn't cover the costs of the repairs due to it being caused by reasonably expected wear and tear, considering the age and mileage of the car and the lack of service history. I'm satisfied that the repairing garage are independent and qualified to give an opinion on such matters.

This was a used car and there is an expectation that there is likely to be some wear and tear on the components of a car with that age and mileage. I'm not persuaded that wear of the clutch at this stage necessarily made the car not of satisfactory quality at the point of supply.

The difficulty is that there are lots of moving parts in a car, wear of the clutch and mass flywheel is impacted by friction, and if there were other issues that could've impacted its durability. I've thought about the conditions that might impact the lifespan of the part the expert has indicated. Servicing can impact the lifespan of key parts of the car.

The manufacturer recommends the car should be serviced every year or every 12,000 miles whichever is sooner. We don't have any record of the servicing history, other than Mr L's statement that he thought the car was freshly serviced before he acquired it. But I've checked the advert for the car, and it isn't available. Moneybarn were able to recover an advert which I've seen, but I think that related to the car being sold in 2021. Even at that

stage it didn't make any statements about the service records. Mr L hasn't been able to supply anything persuasive to indicate the car was supplied with a full service history.

As this was a used car there is no requirement for there to be a perfect service history. And it seems likely that a lack of maintenance at various stages in the car's usage might have contributed to the wear and tear which led to the failure of the clutch and mass flywheel. I can't be sure that the car was serviced before it was supplied, but also there's insufficient evidence that Mr L was promised there would be one. It could mean that there were other missed services, so the car might not have been maintained in line with the manufacturer requirements for quite some time. It's an inherent risk in buying a second-hand car that parts might be more road-worn and might require replacement sooner, especially if the servicing history is unknown.

Even if the car had been freshly serviced, I would need to see something which indicated that the service or pre-delivery inspection carried out by the selling dealer wasn't carried out in a competent manner.

Given the lack of servicing history here I find it hard to safely conclude that it is more likely than not that the clutch failed prematurely. Even if I accepted that the clutch failed prematurely it could have been caused by something other than an inherent fault.

It would be difficult to say that a car that had reached 67,000 miles wasn't sufficiently durable. I also underline the factors I have already pointed out when buying a second-hand car including the fact it had already travelled significant mileage at the point Mr L was supplied it and the higher risk of unexpected repairs.

I take on board Mr L's comments that he'd only actually driven around 1,700 miles in four and a half months. The report from the warranty repairer indicated both 67,000 miles and 65,300 miles so there's conflicting evidence there. Even without corroborating evidence of the actual mileage I don't think that makes a difference here. Mr L had the car for approaching five months and although he might not have covered significant mileage, we don't have any information about how the car was maintained, and even short journeys can contribute to the overall wear of an item like the clutch. Wear and tear can also be caused by other factors like how the car has been driven, not just by Mr L, but all the previous owners. It might be that the part just reached the end of its serviceable lifespan at that point, rather than anything specific that Mr L did or didn't do.

I don't think I can infer that the car wasn't durable. Considering all the factors here, the age, price, mileage, lack of service history, and taking into account the mileage covered by Mr L prior to the fault, I can't conclude it wasn't of satisfactory quality at the point of supply.

Considering the length of time the car had been with Mr L, and the requirements of the CRA, I think Moneybarn acted fairly in considering the independent evidence that Mr L supplied. The report indicated that there was a fault with the car and a lack of service history meant that Mr L was told it wouldn't be covered by the warranty, as it was due to wear and tear. I don't think it needed to do further inspections as I find it likely they would have been inconclusive given what I've said about the age, mileage and service history. I also appreciate that Mr L has sent in some photographic evidence of the condition of the parts. However, I'm not a mechanic so I have to rely on the expert that saw the car. Mr L was free to get a second opinion on the matter if he didn't think the diagnosis was right.

I fully appreciate that my decision will come as a disappointment to Mr L, and I'm sorry to hear that he's had to pay a significant amount for repairs in such a short space of time. However, my role is to resolve disputes informally. He does not have to accept my findings, and he might be able to pursue the dispute through the court after seeking the necessary

legal advice. I don't find I have grounds to direct Moneybarn to reimburse him for repairs, so I don't require it to do anything else to resolve 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 L to accept or reject my decision before 31 October 2025.

Caroline Kirby
Ombudsman