DRN-5924772

The complaint

Mr C complains that the car he acquired through MONEYBARN NO.1 LIMITED ("Moneybarn") wasn't of satisfactory quality. He wants Moneybarn to refund him the costs he's incurred as well as what he's paid for the car.

What happened

Mr C entered a conditional sale agreement in August 2023 to acquire a used car. The cash price of the car was £6,070, and after taking account of the advance payment, the credit provided totalled £5,570. The agreement was set up over a term of 60 months, with monthly payments of £221.34, so that were the agreement to run to term, the total repayable would be £13,559.06. At the time of acquisition, the car was around eight years old and had been driven more than 71,000 miles.

Mr C told us:

- He bought the car a couple of years ago, but the dealer sold him a *"piece of rubbish*" and at a price that was a lot higher than the car was worth;
- when he complained to Moneybarn, it said he would've seen the car before he agreed to acquire it;
- he's had countless problems with it from the start, and the latest issue is that he's needed to have a new turbo fitted at a cost of £1,600;
- he thinks Moneybarn ought to have reimbursed him this cost, or agreed to take the car back;
- he wants a refund for what he's paid for the car, or a replacement car, or for the debt to be written off but he keeps the car.

Moneybarn rejected this complaint. It said it does not source the vehicles it finances, and it was for Mr C to inspect the car and agree to the price before the inception of any finance.

Moneybarn said that under the relevant legislation, because more than six months had elapsed before Mr C complained about the satisfactory quality of the car, he needed to evidence that any fault was present or developing at the point of supply. In the absence of any such evidence, it could not uphold his complaint.

Our investigator looked at this complaint and said she didn't think it should be upheld. She explained that Mr C's complaint about the car's clutch had already been dealt with by our Service in 2024, and it was not something she could look at again.

Our Investigator accepted that there had been a fault with the turbo – she'd seen some text messages and a job card, and she noted that an invoice supplied by Mr C confirmed that the turbo had been replaced in March 2025. But she explained that just because there had been a fault with the turbo and Mr C had paid to have it remedied, this didn't mean that the car had been of unsatisfactory quality when it had been supplied 18 months earlier. She said that this, taken in conjunction with the fact that Mr C had driven the car around 30,000 miles before the turbo needed replacing meant it was unlikely that the fault was present or

developing when the car was supplied – the car simply wouldn't have operated in a usable manner for this length of time.

Our Investigator said that Mr C's complaint about the tyres, wipers, battery, and exhaust didn't make the car of unsatisfactory quality when it was supplied. She said that these were all serviceable parts, and issues with them were likely a result of wear and tear in a car of this age and mileage. And she noted that the car had passed an MOT in August 2024 and again in July 2025, as well as immediately prior to Mr C acquiring it, indicating that the car was roadworthy.

Finally, our Investigator said that the price of the car had been set by the supplying dealership and wasn't something she could hold Moneybarn responsible for – it had simply financed the car.

Mr C disagrees so the complaint comes to me to decide. He says he knows nothing about cars and the supplying dealership took advantage of him. And he says the only reason he could have driven 30,000 miles with the turbo in that condition before needing to replace it, was because a member of his family completed a short-term fix on it.

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.

When looking at this complaint I need to have regard to the relevant law and regulations, but I am not bound by them when I consider what is fair and reasonable.

As the conditional sale agreement entered into by Mr C is a regulated consumer credit agreement this service is able to consider complaints relating to it. Moneybarn is also the supplier of the goods under this type of agreement, and it is responsible for a complaint about their quality.

Under the Consumer Rights Act 2015 ("CRA") there is an implied term that when goods are supplied "the quality of the goods is satisfactory". The relevant law says that the quality of the goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, price and all other relevant circumstances.

The relevant law also says that 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 can be aspects of the quality of the goods. So, what I need to consider in this case is whether the car supplied to Mr C was of satisfactory quality or not.

The CRA also says that, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied. But, if the fault is identified after the first six months, then it's for Mr C to *prove* the fault was present when he first acquired the car.

Having considered all the evidence, I've reached the same conclusion as our Investigator and for broadly the same reasons. To be honest, there's very little I can add to what she's already said, and I think she's set out the position very clearly in her view.

I don't think there's any dispute that Mr C has experienced problems with the car. That has been well evidenced by both his testimony and the information he's sent us about the repairs

he's had to undertake. But, whilst I accept that there the turbo failed in March 2025 and needed replacing, Moneybarn would only be responsible for putting things right if I'm satisfied that there was a fault with the turbo that was present or developing when the car was supplied. And because the turbo needed replacing more than eighteen months after the car was supplied, it's for Mr C to *prove* that a fault existed (or was developing) when he first acquired the car.

I've considered very carefully what Mr C told us about the temporary fix to the turbo by his family member. But I'm not persuaded that this alone proves that the car's turbo had an inherent fault. I say this because the message exchange between Mr C and the garage shortly after he acquired the car indicated that the turbo was simply experiencing normal wear and tear; the mechanic noted that the turbo was *"on its way out"* and would *"need doing some point"*.

If the car had done limited mileage since Mr C took possession of it, I might've thought it possible that the fault with the turbo was there when the car was supplied. But he'd completed 30,000 in just eighteen months – a significantly greater level of mileage than the average driver. And the age of the car, and the mileage driven also means that it's *more likely* that the car's components have been subject to a greater degree of testing, stress and general wear and tear. And Mr C hasn't been able to provide anything, such as a report from an independent engineer to say that the fault that led to the failure of the turbo was present or developing when the car was supplied, or that this fault is *not* commensurate with a car of this age and mileage.

I've gone on to consider what Mr C says about the tyres, wipers, battery and exhaust. But as our Investigator explained, these are all serviceable parts that are subject to wear and tear. And general wear and tear in these components does not of itself make this car to be of unsatisfactory quality.

In any event, whilst the tyres were highlighted in an MOT just before Mr C acquired the car, this was remedied, and the car then passed a further MOT before it was supplied to Mr C. I've noted it then passed two further MOTs whilst in Mr C's possession – all of which persuades me that the car supplied was legally roadworthy, and any subsequent concerns with these specific parts are likely a result of wear and tear.

Because of this, considering all the relevant circumstances, I'm not persuaded that Mr C's car was of unsatisfactory quality when supplied.

Finally, I've considered Mr C's complaint about the sales price of the car and Moneybarn not vetting the supplying dealership. But Moneybarn isn't required to vet a supplying dealership, and it isn't responsible for the car's sales price. It had no involvement in the supply of the car until Mr C had identified a car he wished to acquire, and he was satisfied with the price of it. It was only *after* this point that Moneybarn was involved when Mr C and the supplying dealership chose to finance the acquisition of the car in the way that they did.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 31 December 2025.

Andrew Macnamara
Ombudsman