

## **The complaint**

Miss R complains that MONEYBARN NO.1 LIMITED refused to let her reject a faulty car.

## **What happened**

In August 2023 Miss R acquired a second-hand car at a cost of £11,495 which was funded by a conditional sales agreement provided by Moneybarn. It was over nine years old and had covered some 46,000 miles. The car has suffered a number of faults which were set out in detail by Miss R when she made her claim to Moneybarn. In summary these were:

- 11/18 September 2023 – Coolant leak repair
- 15 November 2023 – Coolant leak repair
- December 2023/January 2024 – Gearbox repair
- April 2024 – Coolant leak and rear spring
- September 2024 – Electronic Power Control light/ Turbo
- January 2025 – Coolant leak and oil leak
- March 2025 – Mass Airflow Throttle Position and Intake Air System Leak

The selling garage covered some of these costs and others were met under warranty. However, Miss R has incurred some of the repair costs.

In January 2025 Miss R contacted Moneybarn and set out the history of her ownership and asked that it investigate as she didn't believe she should be responsible for the ongoing costs of the car since it was faulty when she acquired it.

Moneybarn arranged for an independent inspection of the car. This took place on 3 March 2025 and by that time the car had covered 71,549 miles. The inspector identified a number of faults, but concluded that:

*“With the elapsed time and mileage covered in the vehicle from purchase to our inspection, it is considered that sufficient time and mileage has been covered for the faults to not have been present at the point of sale.*

*The faults with the vehicle would not have been present or in development at the point of sale after 25,000 miles of further usage. It will most likely be appreciated that any preowned vehicle can suffer wear and deterioration which develops after sale and requires maintenance repairs to be completed to keep the vehicle in serviceable state. At 71,000 miles this repair would be considered to be commensurate with the vehicles age recorded mileage. Had this condition been present in the point sale we would have expected to have materialised within the first 2000 miles of use”.*

Moneybarn rejected Miss R's claim, but offered a gesture of goodwill of one month's payment of £291.61. Miss R was not satisfied with that and brought a complaint to this service. It was considered by one of our investigators who didn't recommend it be upheld. He reviewed each issue Miss R had detailed in her claim and explained why he did not consider these showed the car had been faulty at the point of sale. He also referred to the independent report which did not support Miss R's claim and addressed her concerns that the car had failed a MOT shortly before she acquired it.

Miss R didn't agree and said the car had suffered many faults and she asked that her complaint be considered by an ombudsman.

### **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 the evidence is incomplete, inconclusive or contradictory as some of it is here – I've reached my outcome on the balance of probabilities – that is, what I consider likely to have happened given the available evidence and the wider circumstances.

I want to acknowledge that I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I also want to assure Miss R that I've reviewed everything on file. If I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

Having reviewed all the evidence and argument I do not consider I can uphold this complaint. I will explain why.

Under Section 56 of the Consumer Credit Act, finance providers can be held liable for what the credit broker and seller say about the goods (vehicle) before the regulated credit agreement is entered into by the consumer and before the purchase is made.

This refers to 'antecedent negotiations'. This means if Miss R entered a credit agreement for a vehicle and it turns out something she was told about the agreement by the credit broker, which induced her into entering the contract, was false, the broker can be held responsible for the actions of the broker under certain circumstances.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable, taking into account things such as the age and mileage of the car and the price paid. The legislation says that the quality of the goods includes their general state and condition, and other things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

As Moneybarn, are responsible for aspects of quality, I'd like to make it clear that I won't be able to comment specifically or make any award for action or inaction of the dealership or any other party involved.

I also need to make it clear that the warranty Miss R took out wasn't financed by Moneybarn and was sold as a separate product. So, I won't be looking to comment on any of the appeals or reasons why the warranty company refused to cover any repairs.

The car supplied to Miss R was second-hand, so I'd expect it to have a degree of wear and tear and to require more repairs and maintenance than, say, a brand new car. So, in order to

uphold this complaint, I would need to be persuaded that there was an inherent fault with the car at the point of supply, as opposed to a fault which occurred due to general wear and tear.

Based on what I've seen, I'm satisfied that there were faults with the car. I say this because both the garage and the independent inspector confirm that there have been faults with it.

I've gone on to consider whether the fault meant that the car wasn't of satisfactory quality at the point of supply. An independent inspection report can help to determine whether a car is of satisfactory quality.

In this case we have had an inspection carried out by a reputable independent third party and it is difficult for me to reach a different conclusion to that of the inspector. By the time Miss R had contacted Moneybarn over 16 months had passed and she had driven the car for some 25,000 miles. She also had repairs carried out by third parties so that all makes it difficult to establish that the car was faulty at the point of sale. The inspector has concluded that there is insufficient evidence to show it was faulty when acquired by Miss R and I do not have any grounds to come to a different conclusion.

The car was over nine years old when Miss R acquired it and while it had covered a relatively low mileage at that point wear and tear issues are to be expected. Our investigator has looked at each fault as outlined by Miss R and explained why these do not mean that the car can be regarded as faulty at the point of sale. I do not propose to rehearse what our investigator has said save to say I concur with his conclusions. I would add that the more serious issues occurred after Miss R had covered a significant mileage and that makes it difficult to say that these were not wear and tear issues.

As for the failed MOT prior to the sale this was due to an issue with the lights which was repaired and the second MOT was passed. That does not indicate that the car was faulty when purchased.

I appreciate Miss R's frustration and I can see that she has had to deal with various problems with the car, but an elderly car can be problematic and need more repairs than a new one.

### **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 Miss R to accept or reject my decision before 27 December 2025.

Ivor Graham  
**Ombudsman**