

The complaint

Miss K complains that a car supplied to her on finance with MONEYBARN NO.1 LIMITED trading as Moneybarn ('Moneybarn') was of unsatisfactory quality.

What happened

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimal formality.

Miss K acquired a used car under a conditional sale agreement with Moneybarn in June 2023, the car was 10 years old, and the cash price was £4,666. The car had done around 60,000 miles at the point of supply.

In January 2024 Miss K raised a complaint about experiencing issues with the tyres and the air conditioning system but this wasn't investigated further due to the lack of evidence provided.

Miss K says she continued to experience issues with the coolant system; she had repairs carried out by a local garage which amongst other things involved replacing the radiator thermostat and coolant bottle due to coolant leaks. But unfortunately, Miss K says the problems persisted.

Moneybarn commissioned an independent inspection to investigate the potential faults. Based on the findings of this report it issued its final response letter. In short it didn't uphold the complaint. It said the engineer confirmed the faults wouldn't have been present or developing at the point of sale and so it didn't think the car was of satisfactory quality.

Our Investigator looked into things and also didn't uphold the complaint. She said based on the information she had the faults were a result of wear and tear commensurate with the cars age, mileage and miles undertaken since inception.

Miss K didn't agree with the outcome. She said she'd sent in evidence which confirmed the car developed faults soon after she acquired it. And she maintained the car was of unsatisfactory quality.

As an agreement couldn't be reached the complaint has been passed to me to decide.

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 our Investigator and for broadly the same reasons. I know this will come as a disappointment to Miss K, but I will explain my reasons below.

I trust Miss K will not take the fact that my findings focus on what I consider to be the central issue as a discourtesy. The purpose of my decision isn't to address every point raised but to

set out my conclusions and reasons for reaching them.

This reflects the nature of our service as an informal alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I haven't, I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome.

I must make it clear at the outset; my decision will solely focus on the faults Miss K complained about in August 2025. Whilst I appreciate, she raised a complaint in January 2024, Moneybarn has said this complaint was closed and not investigated further due to the lack of evidence.

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 good industry practice at the time.

The conditional sale agreement entered by Miss K is a regulated consumer credit agreement and 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 its quality.

The Consumer Rights Act 2015 (CRA) covers agreements like the one Miss K entered. Because Moneybarn supplied the car under a conditional sale agreement, there's an implied term that it is of satisfactory quality at the point of supply. Cars are of satisfactory quality if they are of a standard that a reasonable person would find acceptable, taking into account factors such as the age and mileage of the car and the price paid.

The CRA says that the quality of goods includes the general state and condition, and other things such as its fitness for purpose, appearance and finish, freedom from minor defects and safety can be aspects of the quality of the goods.

Satisfactory quality also covers durability. For cars, this means the components must last a reasonable amount of time. Of course, durability will depend on various factors. In Miss K's case the car was used and covered approximately 60,000 miles when she acquired it. So, I'd have different expectations of it compared to a brand-new car. Having said that, the car's condition should have met the standard a reasonable person would consider satisfactory, given its age, mileage, and price.

It isn't in dispute that there's a fault with the car, Miss K had the car for over two years and had covered around 24,300 miles around the time she raised her complaint. Both Miss K and the independent engineer confirm faults are present with the car. But just because the car requires repair now, doesn't automatically follow that it wasn't of satisfactory quality when it was supplied.

A car has numerous mechanical and electrical parts which will inevitably wear with age and use. Different parts of a vehicle will have differing expected lifespans, and some will be required to be replaced as part of regular ongoing maintenance. With this in mind I've not seen anything to persuade me that the faults which Miss K complains of now failed prematurely or was not reasonably durable given its age and mileage.

The CRA implies that goods must conform to contract within the first six months. So, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless Moneybarn can show otherwise. But, where the fault is identified after the first six months, the CRA implies that it's for Miss K to show it was present when the car was supplied.

Having said this Moneybarn commissioned an independent inspection. I've seen a copy of the independent engineer's report for the inspection that took place on 2 September 2025. From the information I have, I'm satisfied the car would've travelled around 24,300 miles since supply.

The engineer said:

"O1 In our opinion based on the visible evidence, we can confirm on arrival the coolant level was depleted and required 3.51litre of water to top up the level.

O2 We can confirm there was evidence of brown staining to the coolant reservoir tank. There was staining noted to the gearbox bell housing. There was pink staining to the thermostat on the offside of the engine. There was excessive pink staining to the air conditioning compressor and the heater matrix pipe entering into the vehicle.

O3 We started the engine where we can confirm the vehicle started with no lights or messages and no abnormal noise or smoke.

O4 A cooling system pressure test was carried out. Over a period of ten minutes this lost 1 psi with no external leaks. We would consider this to be expected. When performing a combustion leak test there was no change in the testing fluid, indicating no exhaust gases entering within the cooling system.

O5 Further investigation would be required under workshop conditions to identify and confirm the reason why the coolant reservoir tank was depleted.

O6 With the elapsed time and mileage covered in the vehicle we consider this would not have been present at sale..."

The independent inspection is, in my opinion, the most persuasive piece of evidence in this case. It was a physical inspection of the car by a qualified motor technician. The findings are supported by clear mechanical reasoning and inspection results. The conclusions align with known failure patterns of coolant systems, lending further credibility to the findings. As such, I'm satisfied the report is reasonable to rely on. Given the contents of the report, in my view, the car was of satisfactory quality when supplied to Miss K.

A used vehicle is not expected to be fault-free, and components within cooling systems are subject to normal wear thermal cycling and age-related deterioration. This could involve deterioration of components such as hoses, radiators, thermostat housing, expansion tank or seals, all of which are known wear items. I've also considered that the vehicle passed its annual MOT, in particular both prior and post-sale confirming it met legal roadworthiness standards.

I understand that Miss K believes the faults now being complained of were present at the point of supply and she considers the evidence provided support that conclusion. Further, I also acknowledge that the documents supplied indicate repairs may have previously been carried out. However, those repairs were not inspected or undertaken by Moneybarn and therefore it was not given its opportunity to inspect the vehicle prior to those repairs being carried out. So, it is now not possible to establish a clear causal link between any earlier issues and the current faults complained of.

I've also taken into account that Miss K's car had travelled almost 85,000 miles in total by the time this problem happened. This isn't an insignificant amount of mileage and would lead me to doubt whether I could say for certain that the issues with the coolant system shouldn't have occurred at that time because of an underlying fault with it at the point of supply. And

given that Miss K was able to travel around 24,300 miles, I'm persuaded an inherent fault would have presented itself much sooner.

I empathise with the situation Miss K is now left in, and I understand why this isn't the outcome she would've wanted. But for the reasons I've explained I won't be asking Moneybarn to take any further action in relation to this complaint.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 20 March 2026.

Rajvinder Pnaiser
Ombudsman