

The complaint

Mrs M, who is represented by Mr M, complains that MONEYBARN NO.1 LIMITED trading as Moneybarn refused to let her reject a faulty car. I will refer to Mrs M throughout this decision rather than Mr M since she is the eligible complainant.

What happened

In December 2023 Mrs M acquired a second hand car at a cost of £25,198 funded by a conditional sales agreement with Moneybarn. The car was some three years old and had covered 72,282 miles.

Initially there was an issue with the heater and the car was taken to a main dealer which could not identify a fault. In February 2024 the car suffered significant system faults. The car was repaired under warranty and in April 2024 Mrs M asked that she be allowed to reject the car. Further repairs were carried out and Moneybarn issued a final response letter in June stating repairs had been carried out.

In January 2025 the car developed an electrical fault and was repaired and then another fault arose in March 2025 which was repaired. This fault reoccurred in April and was repaired again. In April 2025 Mrs M complained to Moneybarn and this was rejected as unauthorised repairs had taken place.

Mrs M brought a complaint to this service and explained that she had been without her car for many months and significant sums had been spent to carry out the repairs, most if not all under warranty. In the period since she made her complaint Mrs M has explained that the car has suffered ongoing issues.

The complaint was considered by one of our investigators who didn't recommend it be upheld. He explained that this service could not consider the original complaint since more than six months had passed since the final response letter had been issued. He noted that Mrs M had covered some 10,000 miles before the faults occurred in early 2025 and the car had covered almost 82,000 miles by that point. He also noted it had passed its MOTs tests in November 2023 and December 2024. He pointed out that the car had been repaired and there was no independent evidence that the faults had been present at the point of sale.

Mrs M didn't agree and referred to the earlier faults and said all the faults were not separate, but part of the same unresolved electrical chain. She said that it was unreasonable and impracticable to provide an independent report. She also believed that the car had not been durable. She asked for time to get a report from the main dealer, but despite being given an extended period of time this has not been supplied.

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 Mrs M 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.

I have every sympathy with Mrs M, but I do not consider I can uphold her complaint. I will explain why.

Firstly, I should make it clear that I cannot consider the initial problems Mrs M had with the car since she complained to Moneybarn about those in 2024 and she did not bring her complaint to this service until more than six months after the final response letter was issued. As a result I can only consider those matters which she complained about in 2025.

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 Mrs M 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.

The car supplied to Mrs M 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 was a fault with the car given the job sheets which have been supplied. 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. It is regrettable that we do not have one to assist this service in reaching a decision.

The car was some three years old and had covered a significant number of miles. One would expect it to suffer from a degree of wear and tear. I can see that Mrs M has encountered repeated issues which all appear to be related to the electrical system. I gather these have all been addressed and I note it passed its most recent MOT in December 2025. What I cannot say is that these faults were present or inherent at the point of sale. Quite simply I have not been given the evidence which would allow me to reach that conclusion. Nor has Moneybarn. The onus is on Mrs M to show the car was faulty at the point of sale with reference to the 2025 issues. It was well over a year after acquisition that the faults which are the subject of this complaint arose and after the car had covered some 10,000 miles. It is quite possible that these developed after the date of sale and so that would mean

that Moneybarn cannot be held responsible.

Overall, I can see the car had faults, but that does not mean that I can uphold this complaint. I could only hold Moneybarn responsible if it had been demonstrated the car was faulty at the point of sale and this has not been done. I appreciate the frustration Mr M has suffered due to the car's issues and she has my sympathies, but that does not allow me to reach a different conclusion.

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 Mrs M to accept or reject my decision before 25 February 2026.

Ivor Graham
Ombudsman