

## **The complaint**

Mr B complains that a van supplied to him 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.

Mr B acquired a used van under a conditional sale agreement with Moneybarn in January 2025, the van was almost five years old, and the cash price was £7,188. The van had done around 117,500 miles at the point of supply.

In May 2025 Mr B complained to Moneybarn – in short, he said the vehicle had broken down and a mechanic had looked over it. The mechanic advised that the engine requires repair or replacement and said it didn't look like it had been serviced regularly. An independent inspection was commissioned by a third party and concluded the fault wouldn't have been present or developing at the point of sale.

Moneybarn issued its final response letter in August 2025 and didn't uphold the complaint. It said based on the conclusions of the independent inspection the issues wouldn't have been inherent or present at sale.

Our Investigator looked into things and didn't uphold the complaint for similar reasons. She said there was no evidence suggesting that Mr B was told the vehicle had a full service history. Also, given the number of miles undertaken since inception she didn't think the van was of unsatisfactory quality.

Mr B disagreed; he maintained that the vehicle was of unsatisfactory quality given that it failed within four months of acquiring it.

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 Mr B, but I will explain my reasons below.

I trust Mr B 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.

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 Mr B 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.

Mr B and Moneybarn referenced the Consumer Rights Act 2015 ('CRA') in relation to this complaint. But, as I'm satisfied Mr B entered into the agreement predominantly for business purposes, he wasn't acting as a consumer. So, I'm satisfied the CRA doesn't apply here. But the Sale of Goods Act ('SGA') is relevant to this complaint.

Similar to the CRA, the SGA implies a term into the contract that the vehicle Moneybarn supplied to Mr B should have been of 'satisfactory quality'. The SGA explains satisfactory quality is what a reasonable person would expect, taking into account any relevant circumstances. It's important to point out in this case that the SGA specifically explains that the durability of goods can be considered part of whether they are unsatisfactory quality or not.

I would consider relevant circumstances here to include things, amongst others, like the van's age, price, mileage and description. So, what I need to consider here is whether the van supplied to Mr B was of satisfactory quality or not. I'll take into account that the van was used, so I don't think a reasonable person would expect it to be in the same condition as a new van.

It isn't in dispute that there's a fault with the van, Mr B had the van for about four months and had covered around 4650 miles around the time he raised his complaint. Both Mr B and the independent engineer confirm faults are present with the van. But just because the van requires repair now, doesn't automatically follow that it wasn't of satisfactory quality when it was supplied.

A van 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 Mr B complains of now failed prematurely or was not reasonably durable given its age and mileage.

Moneybarn commissioned an independent inspection. I've seen a copy of the independent engineer's report for the inspection that took place in July 2025. The engineer said:

*"In our opinion, the engine does not run.*

*There is evidence of thick carbon and congealed oil deposit build up present to the valvetrain area, indicative of poor lubrication within the engine.*

*This can be induced by poor maintenance, DPF issues, incorrect oil type or worn piston rings allowing combustion gas bypass.*

*Dismantling would now be required to confirm the internal condition and full extent of damage.*

*Taking into consideration the time and mileage successfully elapsed since inception, we do not consider the defects to have been developing at that point."*

The independent inspection is, in my opinion, the most persuasive piece of evidence in this case. It was a physical inspection of the van by a qualified motor technician. The findings are supported by clear mechanical reasoning and inspection results. As such, I'm satisfied the report is reasonable to rely on. Given the contents of the report, in my view, the van was of satisfactory quality when supplied to Mr B.

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 Mr B thinks the fault occurred due to poor service history. Neither party has been able to provide any record of the vans service history so I can't confirm if the vehicle was serviced in line with the manufacturer's recommendation.

I've also taken into account that Mr B's van had travelled almost 122,000 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 engine shouldn't have occurred at that time because of an underlying fault with it at the point of supply. And given that Mr B was able to travel around 4,650 miles, I'm persuaded an inherent fault would have presented itself much sooner.

I empathise with the situation Mr B 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 Mr B to accept or reject my decision before 23 March 2026.

Rajvinder Phaiser  
**Ombudsman**