

## **The complaint**

Mr W complains that a vehicle acquired through a hire purchase agreement financed by MONEYBARN NO.1 LIMITED ('Moneybarn') is 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.

Moneybarn supplied Mr W with a van under a conditional sale agreement in May 2025 for 60 months. The van had done around 82,700 miles and was around three years old.

In September 2025 Mr W made a complaint, in short, the timing belt had snapped causing catastrophic engine failure and so Mr W wanted to either reject the vehicle or have it repaired. Moneybarn commissioned an independent inspection. In its findings it concluded the faults identified would not have been present at the point of sale.

Moneybarn issued its final response in October 2025, it didn't uphold the complaint. Considering the findings of the report and the number of miles undertaken since inception, it concluded that the faults occurred due to wear and tear and so it didn't think the van was of unsatisfactory quality.

Our Investigator looked into things. He didn't think the faults Mr W complained of were present or developing at the point of supply. So, he didn't recommend Moneybarn take any action to put things right.

Mr W maintained that the van was of unsatisfactory quality so 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 W, but I will explain my reasons below.

While I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party – as I mentioned above, it reflects my role resolving disputes informally.

The conditional sale agreement entered by Mr W 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 Sale of Goods Act 1979 (SGA) is relevant in this case. It says that there is an implied term that 'the goods supplied under the contract are of satisfactory quality'. To be considered

as satisfactory, the Act says the goods need to meet the standard that a reasonable person would regard as satisfactory, considering any description of the goods, the price and all the other relevant circumstances. The Act also explains the durability of goods is part of satisfactory quality.

It seems likely that in a case like this involving a vehicle, the other relevant circumstances a court would consider might include things like the age and mileage at the time of sale, and the vehicles history. So, if I thought the van was faulty when Mr W took possession of it, or that it wasn't sufficiently durable, and this made the van not of a satisfactory quality, it'd be fair and reasonable to ask Moneybarn to put this right.

Satisfactory quality also covers durability. For vehicles, this means the components must last a reasonable amount of time. Of course, durability will depend on various factors. In Mr W's case, at the point the van experienced catastrophic engine failure the van was three years old and had undertaken over 100,000 miles.

It isn't in dispute that there's a fault with the van, Mr W had it for around four months and overall, the vehicle had covered around 106,000 miles before it experienced a snapped timing belt. Both Mr W and the independent engineer confirm faults are present, but just because the van requires repair now, doesn't automatically follow that it wasn't of satisfactory quality when it was supplied.

A vehicle 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 timing belt which Mr W complains of now failed prematurely or was not reasonably durable given the vehicle's age and mileage.

The SGA 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 van was supplied, unless Moneybarn can show otherwise. But, where the fault is identified after the first six months, the SGA implies that it's for Mr W to show it was present when the van was supplied.

Moneybarn arranged for an inspection to be carried out by an independent third party. I've seen a copy of the independent engineer's report for the inspection that took place on 2 October 2025. From the information I have, I'm satisfied the van would've travelled over 23,000 miles since supply.

The engineer said in its conclusion: *'we would consider, taking into account the elapse time and mileage covered (23,726), the faults identified 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 van by a qualified motor technician. 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 W.

I've also taken into account that Mr W's van had travelled around 106,000 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 timing belt shouldn't have failed at that time because of an underlying issue with it at the point of supply. And given that Mr W was able to travel around 23,000 miles without problems, I'm persuaded an inherent issue with the timing belt would have presented itself much sooner.

I empathise with the situation Mr W is now left in, and I understand why this isn't the outcome he 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 W to accept or reject my decision before 17 February 2026.

Rajvinder Pnaiser  
**Ombudsman**