

## **The complaint**

Ms S complains that the car she acquired through MONEYBARN NO.1 LIMITED wasn't of satisfactory quality. She wants Moneybarn to cover the cost of repairs or accept her rejection of the car.

## **What happened**

Ms S entered into a conditional sale agreement in July 2025 to acquire a used car. At the time of acquisition, the car was eight years old and had been driven nearly 90,000 miles. The cash price of the car was £8,295, with monthly payments of £330.56 over the 55-month term of the agreement. This meant that if the agreement were to run to term, the total amount repayable would be £17,850.24.

Ms S told us:

- The car made a noise, and an engine management light came on so she took it to a garage to be looked at;
- the mechanic found that the boot was dirty – it had mud and soil in it, and they said the rear tyres were illegal;
- she's since found similar cars for sale at a cheaper price;
- she can't afford to undertake the repairs to do the car up and does not see why she should pay £330 each month for a car she can't drive.

Moneybarn rejected this complaint. It said the supplying dealership told it that the car passed all its checks prior to sale, and that no issues were identified with the braking system. The supplying dealership said that the evidence it had been sent by Ms S was simply an invoice she'd been given for replacing rear brake pads and discs and it did not evidence that the original parts were defective or unsafe. The supplying dealership told Moneybarn that with a second-hand car that had driven nearly 90,000 miles, some wear and tear was to be expected.

Moneybarn asked Ms S for evidence of any faults with the car, and suggested she obtain diagnostics that show any faults with the car, but none was forthcoming.

Moneybarn said the issues experienced by Ms S were consistent with general wear and tear, and it had seen no evidence that there was a fault with the car that would make it not of satisfactory quality when it was supplied.

Moneybarn told this Service that the warning light Ms S referred to was not an engine management light, it was a warning light for tyre pressure monitoring, and its illumination was an indication that the driver needed to inflate the car tyres. And it said the rust and corrosion and the condition of the tyres was simply wear and tear and were Ms S' responsibility as part of standard vehicle maintenance.

Moneybarn said it appreciated that Ms S had since found similar cars for sale at lower prices, but the right to shop around and compare prices was available to her prior to purchase, and before she selected her car at the supplying dealership.

Our Investigator looked at this complaint and said she didn't think it should be upheld. She explained the relevance of the Consumer Rights Act 2015 ("CRA") in the circumstances of this complaint and said that although she accepted there were issues with the car, the age of the car and the mileage already driven meant it had likely already suffered some wear and tear. And our Investigator explained that brake discs and brake pads were serviceable items; they were Ms S' responsibility to maintain and replace as long as the car was in her possession.

Our Investigator concluded that she'd seen nothing to indicate that the car was not of satisfactory quality at the point of supply, and because of this, she couldn't hold Moneybarn responsible for what had happened or ask it to reimburse Ms S for the costs of any repairs.

Our Investigator said that although Ms S says she has since found similar cars for sale at a lower price, this wasn't something that Moneybarn could be held responsible for. She said that the credit agreement sets out clearly the costs of the finance and Ms S had signed this, and the car had been supplied at the price and terms Ms S had agreed to.

Ms S complained about some other things relating to the credit agreement, but our Investigator said Ms S needed to raise a complaint about these things with Moneybarn first because Moneybarn needed an opportunity to investigate her complaint first of all. But if she were unhappy with its response, she could bring a new complaint to this Service.

Ms S disagreed so the complaint comes 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 agree with our investigator – I don't think this complaint should be upheld – and I'll explain why.

When looking at this complaint I need to have regard to the relevant laws and regulations, but I am not bound by them when I consider what is fair and reasonable.

As the conditional sale agreement entered into by Ms S is a regulated consumer credit agreement, this Service is able to consider complaints relating to it. Moneybarn is also the supplier of the goods under this type of agreement, and it is responsible for a complaint about their quality.

Under the Consumer Rights Act 2015 ("CRA") there is an implied term that when goods are supplied "the quality of the goods is satisfactory". The relevant law says that the quality of the goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, price and all other relevant circumstances.

The relevant law also says that the quality of the goods includes their general state and condition, and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of the quality of the goods. So, what I need to consider in this case is whether the car *supplied* to Ms S was of satisfactory quality or not.

Moneybarn supplied Ms S with a used car – it was around eight years old and had been driven nearly 90,000 miles – so the price of the car was lower than it would've been if it had

been supplied new. Because of this I think it's fair to say that a reasonable person would expect that parts of the car might've already suffered wear and tear. And there'd be a greater risk in the future that this car might need repairs and maintenance sooner than a car which wasn't as road-worn when supplied.

I don't think there's any dispute that Ms S has experienced some issues with the car – she's been emphatic and consistent in her testimony. I've also had sight of photographs she's sent this Service as well as invoices for diagnostics undertaken. But just because Ms S has had problems with the car, it doesn't necessary follow that the car supplied to Ms S wasn't of satisfactory quality.

I've looked carefully at everything Ms S sent this Service, but having considered everything, I'm satisfied that the problems Ms S complained of are simply wear and tear – that is things that normally occur during the lifetime of a car, and that are her responsibility as the user of the car.

Moneybarn provided Ms S with a detailed explanation of what causes rust and corrosion – but essentially, things like brake pads and discs corrode due atmospheric conditions and the car being driven, and it's something that progresses gradually over time. And as wear and tear, liability for any subsequent problems, and their repair or replacement falls to Ms S.

Moreover, the MOT that was undertaken before Ms S acquired the car made no reference to these issues – it didn't fail the MOT and there's no mention of these things by way of advisories. And I would've expected that something that Ms S says makes the car dangerous to drive and was present before she acquired the car would've been referenced.

There is an expectation with a second-hand vehicle that there will be some wear to the components and that this will form part of the normal ongoing maintenance and care required. And because I've seen insufficient evidence that persuades me the car supplied by Moneybarn was not of satisfactory quality, I can't hold it responsible for the issues that Ms S has experienced.

Finally, Ms S complains about the price of the car – she's supplied images of *similar* cars for sale at slightly cheaper prices. But I have to tell her that I can't hold Moneybarn responsible for this either. Ms S chose the car, and agreed the price with the supplying dealership, after presumably looking at other cars and other dealerships. And Ms S had the option to put down a deposit which would've reduced the amount of credit being provided. It was only after she made each of these choices that the credit agreement was drawn up and then signed by Ms S.

I know Ms S will be disappointed with the outcome of her complaint, but I hope she understand why I've reached the conclusions that I have.

### **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 Ms S to accept or reject my decision before 25 February 2026.

Andrew Macnamara  
**Ombudsman**