

## **The complaint**

Mr A is unhappy that a car supplied to him under a conditional sale agreement with Moneybarn No.1 Ltd was of an unsatisfactory quality.

## **What happened**

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In June 2024, Mr A was supplied with a used car through a conditional sale agreement with Moneybarn. He paid an advance payment of £100, and the agreement was for £6,695 over 60 months; with monthly payments of £178.08. At the time of supply, the car was just over eight years old and had done 46,499 miles (according to the MOT record for 7 June 2024).

Mr A had issues with the car from shortly after it was supplied to him, specifically relating to a coolant issue and the engine management light ('EML') illuminating. The car went back to the supplying dealership several times for repair between June and October 2024.

Mr A had further problems with the car in March and April 2025, and a diagnostic indicated issues with the clutch and camshaft. He complained to Moneybarn who arranged for the car to be inspected by an independent engineer. This inspection took place on 15 May 2025, when the car had done 53,756 miles – 7,257 miles since it was supplied to Mr A.

The engineer said there was an issue with the clutch that was consistent with slave cylinder release bearing wear, and a fault code for the camshaft position sensor which was consistent with timing belt wear. The engineer said these issues were consistent with age and mileage related wear and tear and that they weren't present when the car was supplied.

Based on this report, Moneybarn didn't uphold the complaint. Unhappy with this response, Mr A brought the matter to the Financial Ombudsman Service for investigation.

Our investigator said that, while there were current faults with the car, they were as a result of age-related wear and tear. As Mr A was able to travel over 7,000 miles before these faults manifested themselves, the investigator said the car was of a satisfactory quality when it was supplied to Mr A, and Moneybarn didn't need to do anything more.

Mr A didn't agree with the investigator's opinion. He said the car was faulty when it was supplied to him, and he didn't think the independent engineer's report could be relied upon, as the previous repairs to the car hadn't been taken into consideration. He provided an invoice to show that he'd had the clutch and flywheel replaced in March 2025, just before the independent inspection took place.

In September/October 2025, Moneybarn took possession of the car after Mr A had abandoned it at a previous address. This resulted in the car being sold at auction and Mr A being pursued for the outstanding balance. The investigator explained that we were unable

to consider this as part of his complaint, as he hadn't complained to Moneybarn about it – we are unable to investigate a complaint until a financial business has been given the opportunity to investigate and respond.

Because Mr A didn't agree, this matter 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 the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

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 was good industry practice at the time. Mr A was supplied with a car under a conditional sale agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

The Consumer Rights Act 2015 ('CRA') says, amongst other things, that the car should've been of a satisfactory quality when supplied. And if it wasn't, as the supplier of goods, Moneybarn are responsible. What's satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle's history.

The CRA also 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. So, if I thought the car was faulty when Mr A took possession of it, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask Moneybarn to put this right.

It's not disputed that, when the car was supplied to Mr A, there were some issues with the EML and cooling system. Section 24(5) of the CRA gives the dealership/Moneybarn the single chance of repair. If this is unsuccessful, while Mr A would then have the right of rejection, he's not obliged to exercise this and can agree to further repair attempts. In this instance, Mr A agreed to further repair attempts and the initial issues with the car were resolved by October 2024. And there's no evidence these repairs have failed. As such, I'm satisfied that Mr A doesn't have any right of rejection relating to these initial issues.

Turning to the issues with the car that became apparent around March 2025. The clutch was replaced in March 2025, and, in May 2025, the independent engineer confirmed there were likely issues with the clutch slave cylinder bearing and the timing belt. The engineer didn't think these issues were present when the car was supplied and said they were due to age related wear and tear.

The clutch in the make and model of car supplied to Mr A is expected to last in the region of 50,000 to 100,000 miles, dependent upon where the car is driven – driving in urban, high traffic areas where regular gear changes are required can accelerate clutch wear. The invoice Mr A has provided shows the clutch was replaced at 53,644 miles, which is within the range expected, especially for a car that was almost 10-years old.

I'm in agreement with the investigator that, had the clutch been failing when the car was supplied to Mr A, he wouldn't have been able to drive over 7,000 miles. I've also noted the independent engineer said the issue was actually with the concentric clutch slave cylinder release bearing. It's usual that the concentric clutch slave cylinder is replaced alongside the clutch on the make and model of the car supplied to Mr A, but the invoice he's provided doesn't make it clear it was. I think it's therefore likely that this issue was caused by either general age-related wear and tear, or a premature failure in a part replaced when the clutch was replaced. In either situation, this isn't something Moneybarn are responsible for.

The engineer also found a camshaft sensor issue that was indicative of an issue with the timing belt. The recommended timing belt replacement interval on the make and model of car supplied to Mr A is every 60,000 to 100,000 miles or every 6 to 10 years. Given the age and mileage of the car at the time, I'm satisfied it's due a timing belt replacement as part of the normal maintenance schedule. Again, if this fault was present when the car was supplied to Mr A, he wouldn't have been able to travel 7,000 miles before any symptoms occurred. As such, I'm also satisfied this isn't something Moneybarn are responsible for.

So, in conclusion, for the reasons given, I'm satisfied the current issues with the car weren't present when the car was supplied to Mr A, and they didn't make the car of an unsatisfactory quality when it was supplied. And Moneybarn don't need to take any further action.

### **My final decision**

For the reasons explained, I don't uphold Mr A's complaint about Moneybarn No.1 Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 4 March 2026.

Andrew Burford  
**Ombudsman**