

## **The complaint**

Miss O complains that MONEYBARN NO.1 LIMITED refused to let her reject a faulty car.

## **What happened**

In October 2023 Miss O acquired a second-hand car at a cost of £5,495. It had covered approximately 80,000 miles and was some eight years old. The purchase was funded by a conditional sales loan with Moneybarn.

Miss O has supplied a comprehensive package of evidence in support of her claim which I will summarise briefly.

Miss O has identified a previous purchaser of the car who had taken it back to the dealer immediately due to it being faulty. The car had failed its MOT just before the sale and then passed a second one. On delivery the car had a warning light which was reset by the dealer. Shortly after this Miss O had the car examined by another garage and the selling dealer agreed to pay for some of the works, but not all of them. Miss O paid for the extra repairs.

In March 2024 Miss O encountered further problems and contacted the broker and Moneybarn. It says that Miss O called them and said she would send an email detailing the issues, but this was not received. She made further calls, but these were not to do with faults to the car.

In August 2025 the car had a major failure and Miss O contacted Moneybarn. The car was inspected by an independent engineer who identified a number of issues and concluded that these had not been present at the point of sale. As a result Moneybarn rejected Miss O's claim and her complaint.

She brought the matter to this service where it was considered by one of our investigators who didn't recommend it be upheld. She noted that the first significant repairs were carried out after Miss O had covered some 3,300 miles and thereafter she had had a number of repairs carried out including new tyres, wheel alignment and brake repairs.

The fault which had given rise to this complaint had happened in August 2025 when the car had covered some 19,000 miles in Miss O's ownership. Our investigator could not say that the August 2025 fault could be said to have been present at the point of sale given the time which had elapsed, the mileage covered and the evidence of the independent inspector.

Miss O didn't agree and said the garage report from February 2024 had not been given due weight. The repair carried out in April 2024 had been limited and she believed the car had not been restored to a suitable standard. She also said she relied on the broker to pass on her complaints to Moneybarn.

## **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 Miss O 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 would add that Miss O's comprehensive summary has been helpful and while I have summarised the key points above in the interests of brevity I have taken due regard of all the events during her ownership.

I should also make it clear that the role of the Financial Ombudsman Service is to resolve individual complaints and to award redress where appropriate. I do not perform the role of the industry regulator and I do not have the power to make rules for financial businesses or to punish them.

I have every sympathy with the situation in which Miss O finds herself but I do not consider I can uphold her complaint. I will explain why.

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 Miss O entered a credit agreement for a vehicle and it turns out something he was told about the agreement by the credit broker, which induced him 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 Miss O 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. I say this because all parties accept this to be true.

The car was fairly elderly when Miss O acquired it and had covered a significant mileage and so it is reasonable to expect faults to occur. The first significant issue arose after just under six months from the point of sale. The selling dealer covered the cost of the repairs, but Miss O has pointed out further work was needed for which she paid. At that point the dealer was entitled to effect a repair and if Miss O had considered that repair to be inadequate it was open to her to pursue the matter further with Moneybarn. She did make contact and it seems she did not follow this up and therefore it was presumed she had accepted the repair of the car.

After this the car was the subject of routine repairs as one would expect for a car of its age.

The car passed its MOT in September 2024 having covered 89,335 miles. I also understand that Miss O did not have the car serviced during her ownership.

The fault in August 2024 occurred after Miss O had driven the car for some 19,000 miles and approaching two years after the point of sale. In those circumstances It is difficult to establish that the fault was present at the point of sale. I appreciate that there were issues early on in her ownership but those were addressed by the selling dealer and by the repairs she paid for.

On top of this we have an independent report from a reputable company specialising in these matters which concludes that: "*The faults identified were not present at the point of sale*". It is difficult for me to ignore the expert's findings. The quote from the garage in the spring of 2024 does not say what the cause of the faults was or whether they were likely to have been present at the point of sale. The issues which were not covered by the selling dealer were a ball joint issue, 2 CV boots, rear brake shoes and stripping and cleaning of the brakes. These are items that would generally be regarded as wear and tear matters and I cannot see that they can be said to show the fault which occurred over a year later was an issue which was present at the point of sale.

This elderly car has suffered issues and I can appreciate Miss O's frustration with the problems she has faced, but I have not seen sufficient evidence to show the faults in August 2025 were present at the point of sale.

### **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 Miss O to accept or reject my decision before 19 March 2026.

Ivor Graham  
**Ombudsman**