

The complaint

Mr L complains about a car supplied under a conditional sale agreement, provided by MONEYBARN NO.1 LIMITED trading as Moneybarn.

What happened

Around April 2024 Mr L acquired a used car under a conditional sale agreement provided by Moneybarn. The car is listed with a cash price of £15,244. Mr L paid a deposit of £216. The car was just over five years old and had covered around 67,000 miles.

Unfortunately, Mr L says the car developed issues. He says these started within a few days of him acquiring the car, when he says a warning light appeared. Mr L explained the car then had issues with an oil leak, the Adblue system and sensors. And he said it needed to have new tyres fitted.

Mr L complained to Moneybarn at the end of July 2024. It issued a final response in August 2024, upholding the complaint in part. Moneybarn agreed to pay Mr L a total of £317.52 for repairs and expenses and £50 compensation for distress and inconvenience. But it didn't agree to cover the cost of tyres.

Mr L complained further to Moneybarn in September 2024, saying an engine mount needed to be replaced. Moneybarn issued a final response in October 2024 and agreed to cover the cost of the repairs of £433.01.

In April 2025 Mr L complained again to Moneybarn about further faults. He explained there was an engine warning light ('EML') on the dash and said the outer CV boot had split. Mr L asked to reject the car.

Moneybarn issued a final response to this complaint in May 2025. In summary, it explained it had spoken to Mr L who had already had the car repaired, so it couldn't investigate if the faults were present at the point of supply. Moneybarn said Mr L couldn't reject the car but paid him £179 towards hire car costs as a gesture of goodwill.

Mr L says the car later developed problems with the rear suspension, which made the car unstable. He complained to Moneybarn, saying he'd had the wheels realigned several times which hadn't resolved the problem.

Moneybarn issued a final response in September 2025. This said, in summary, that Mr L had provided no evidence to show any current faults were present or developing when he got the car.

Mr L remained unhappy with this and referred the complaint to our service. Mr L explained the car had been returned to the garage "*countless times*" and said the situation had caused him huge inconvenience. Mr L said he should get half of what he paid for the car back to resolve things.

Mr L later told our service in November 2025 that the car had further issues including with

the seat's massage function, rattling and knocking sounds and problems unlocking.

Our investigator then issued a view and didn't uphold the complaint. In summary, in relation to the earlier complaints, she said she thought Moneybarn had handled things fairly. She said she thought it was likely the car later did have a fault with the rear suspension. But she said she thought it was likely this was due to wear and tear and didn't think the issue was present or developing when Mr L got the car.

Mr L was unhappy with this and disagreed. In summary, he said the car had pre-existing defects when he got it. And he then provided a further inspection report.

Our investigator explained she had reviewed the report but said this didn't change her opinion.

Mr L remained unhappy. He said the durability of the car hadn't been considered. He said the current issues affected the car's safety. And he said he should be able to reject the car.

As Mr L continued to disagree, 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 do not think this complaint should be upheld. I'll explain why.

Firstly, I'd like to explain to both parties that I might not comment on every point raised or every single piece of evidence. I want to reassure Mr L and Moneybarn that I've carefully considered all of the available information. But, I'm going to focus my decision on what I consider to be the key facts and the crux of the complaint. This reflects the informal nature of our service.

When considering what's fair and reasonable, I take into account relevant law, guidance and regulations. The Consumer Rights Act 2015 ('CRA') is relevant to this complaint. This says, in summary, that under a contract to supply goods, the supplier – Moneybarn here – needed to make sure the goods were of 'satisfactory quality'.

Satisfactory quality is what a reasonable person would expect, taking into account any relevant factors. I'm satisfied a court would consider relevant factors, amongst others, to include the car's age, price, mileage and description. The CRA also sets out that the durability of goods can be considered as part of satisfactory quality.

In this case I'll consider that the car was around five years old and had covered over 67,000 miles. This means I think a reasonable person would not expect it to be in the same condition as a newer, less road worn model. I think they would expect some parts of the car to have suffered from wear and tear and might accept that some components might be reaching the end of their serviceable life. But I think they would still expect the car to be in reasonable condition, free from anything other than relatively minor defects and would expect trouble free motoring for at least a short time.

In this case, what I need to decide is whether the car supplied to Mr L was of satisfactory quality or not. I think it's fair to say the crux of this complaint is the most recent issue Mr L mentioned with the rear suspension, and whether this means he now has the right to reject the car. That being said, Mr L has asked us to look into what happened since he acquired the car and Startline has confirmed we can do so. So, I'll consider the issues in turn, at the

points they've been addressed by Startline.

August 2024:

In summary, apart from the issue with the tyres which I'll come on to, Startline accepted the faults Mr L complained about at this time. So, these are not in dispute. Given how soon after the car was supplied that these issues appeared, I'm satisfied it's most likely these were present when Mr L got the car. It follows I find the car was not of satisfactory quality when supplied due to these earlier faults.

I've gone on to consider what Startline did. Startline covered the cost of the repairs. A repair was one of the remedies available to Mr L under the CRA. So, I find in broad terms his rights were met here. Startline also covered Mr L's travel costs and paid him £50 to reflect the distress and inconvenience caused.

Thinking about this, I find Startline acted fairly at the time and now needs to take no further action.

In relation to the tyres, these are parts of the car that would suffer from wear and tear. Given the age and mileage of Mr L's car, I think a reasonable person would've expected these to have been road legal and safe when it was supplied. I can see an MOT was carried out a few weeks before Mr L acquired the car, when the mileage was roughly the same as when he got it. Nothing was recorded about tyre wear. So, I think it's most likely the tyres *were* road legal and safe when Mr L got the car.

On balance, I've not seen enough to make me think the tyres meant the car was of unsatisfactory quality when supplied. So, Startline needs to take no further action on this point.

October 2024:

Similar to above, Startline accepted the issue with the engine mount Mr L complained about here, so it isn't in dispute there was a fault. Given the timings, I'm less confident this issue was present at the point of supply – as the evidence provided was from around four months after Mr L got the car.

But, either way, Moneybarn again covered the cost of the repair. A repair was again a remedy available to Mr L under the CRA. So, either way, I would conclude Moneybarn had broadly met Mr L's rights at the time and I would find it didn't need to take further action.

May 2025:

I've firstly considered if Mr L's car developed faults around this time. And I'm satisfied it did. I say this as I've seen an invoice dated 28 April 2025. This said:

“Diagnosed engine fault on dash”

“Nearside outer cv boot split, advise to replace”

“DRIVESHAFT REPLACEMENT DUE TO DAMAGED CV JOINT THREADS”

However, there is little else to consider here. For instance, there's no other details or testimony from the time. Given the lack of evidence, and the fact this was around a year after Mr L acquired the car, I find it most likely the issues here were not present or developing at the point of supply.

The invoice also records the mileage as 75,757. This means the car had covered not far off 9,000 miles since Mr L acquired it. So, I also find it was durable based on the point these faults arose.

It follows I find Moneybarn needs to take no action on this point.

September 2025:

This then brings me to what I think it's fair to say is the crux of the complaint.

Firstly, I've considered if Mr L's car had a fault around this time as he describes. And I'm satisfied it did. I say this as I've seen a copy of an invoice from a garage dated 25 September 2025. This said:

"Near side front track rod boot start to split and sized (sic)"

"Off side front outer c.v boot split."

"Customer has reported handling and stability issues, we believe this is direct to rear of vehicle and further investigation is required for root cause. We believe this might be a manufacture related issue."

I've then seen an invoice from a garage dated 01 December 2025. This said:

"REPLACED REAR EXHAUST MOUNTING"

"INVESTIGATE MESSAGE BUTTON ON NSF SEAT INOPCONFIRMED BOTH NS/F AND OS/F FOUND PASSENGER BUTTON INTERMITTENT"

"INVESTIGATE KNOCKING NOISE FROM

NEARSIDE ROAD TESTED - FAULT FOUND"

I've then seen a copy of the inspection report dated 19 January 2026. This said:

"Noticeable rust around the rear suspension area, this would need further investigation as a premature safety issue, with potential full failure of the system"

"I noticed play in the steering wheel. I also noticed the rear end of the vehicle have 'rear axle hop' or 'stepping out'. The specific phenomenon described is usually caused by the suspension's inability to keep the tires on the road, often resulting in oversteer. This would be pointed towards the rear suspension"

So, in summary, I think the car had additional faults here with the message function, exhaust mounting and the suspension issues Mr L reported.

Putting the suspension aside for a moment, I think it's worth quickly covering off that I've seen no evidence the other issues noted at this time were present or developing at the point of supply, nor that this meant the car wasn't durable. So, Startline needs to take no further action on these points.

I've then considered the suspension issues. It's worth setting out up front that when this was first noted, Mr L had the car for approaching eighteen months. And it had covered well over 17,000 miles since he got it.

The invoice from December 2025 said:

*“technical has determined that the vehicle may be experiencing geometry issues. The 2019 (make and model) has been reported to have geometry issues, particularly with the rear suspension. **Some vehicles** were fitted with incorrect rear suspension fixing bolts, which caused the car to drift to one side while driving on a straight road. This will be the root cause to the customers handling issues, and would be a manufacturing fault”* (emphasis added by myself)

I've thought carefully about this. But I'm not persuaded this confirms Mr L's specific car had an issue when manufactured, especially when considering the garage's follow up email where it said:

“I must apologise that the engineer had not explained properly that it was only a potential”

I've then considered what else the garage said here:

*“What I can say, is that the condition of the vehicle, **from what you had explained to us**, and what our mechanic had determined on the day of inspection is that the vehicle has had this problem lasting over a period, I estimate roughly 12-24 months of development. The rust on the suspension and steering components is not recent, and **from what you explained to us** on vehicle obtainment in April 2024 this would've been present prior to ownership.*

*The route-course (sic) to your issue would still lay on the rear suspension, as mentioned in the report provided, and the estimated cost already provided. **This is not a serious issue** presently, and it's surprising it has developed over the 24-month period and not had any serious consequences. I would say the vehicle is fine to drive currently, but I would recommend getting it sorted within the next month or so”* (emphasis added by myself).

I've carefully thought about this. Even if I accepted the estimate above for when this developed, a large portion of this time, if not all, would be *after* Mr L got the car. Considering things, and especially having in mind that this, at least in part, was based on what Mr L told the garage himself, this doesn't persuade me the issue was present or developing at the point of supply.

I've then thought about the findings from the inspection in January 2026. This said:

“I cannot place this under wear and tear. This has been a long-term development; from my mechanical experience I predict roughly an issue ongoing for 3-years.”

“This would be pointed towards the rear suspension and would've been an ongoing safety issue since my prediction of 3-years development.”

I've very carefully thought about this. But I do have some concerns about the findings here. While the author explains this issue has been developing for three years, they do not give any reasoning *why*, other than to say from experience. And they do not give any further detail, which I would expect to have seen under the circumstances. So, I don't know what the author was basing this opinion on. And I think had this also truly been an *“ongoing safety issue”* from three years prior, it would've likely been noted earlier.

Finally, in general terms, suspension *is* a part of the car that would suffer from wear and tear. And I think there is also a lack of detail about why the author concludes this wasn't the case under the specific circumstances here.

Having thought about this along with all of the other evidence, I don't find this report persuasive. It follows I'm not satisfied this shows the issue with the suspension was present or developing when Mr L got the car.

I've then considered durability here. I want to reassure Mr L that I've carefully thought about what he said on this point. But I disagree with his conclusions. When this issue was noted, the car was around six and a half years old and had covered nearly 85,000 miles. This was around eighteen months after Mr L got the car and he had covered over 17,000 miles in it. I'm satisfied this means a reasonable person *would* have considered the car durable.

I want to reassure Mr L that I've carefully considered everything else he said about this, including that he had to have the wheels aligned on the car on more than one occasion. But I've not seen enough to make me think the issues addressed by Startline in its response from September 2025 meant the car was of unsatisfactory quality when supplied.

Summary:

In summary, I accept the car did have faults as Mr L has set out. But, I find for the times Startline was responsible for this it has already done enough to put things right.

I want to again reassure Mr L that I've carefully thought about all of the other information he provided and all of the other comments he made. But this does not change my opinion, and I do not think this complaint should be upheld.

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 Mr L to accept or reject my decision before 22 May 2026.

John Bower
Ombudsman