

The complaint

Mr M is complains that a vehicle supplied to him under a conditional sale agreement with MONEYBARN NO.1 LIMITED trading as Moneybarn (MBL) was misrepresented to him.

What happened

In March 2021, Mr M acquired a used car through a conditional sale agreement he took out with MBL. The vehicle was over four years old and had travelled in excess of 59,000 miles. The cash price of the car was £13,000.00, with the total payable listed on the agreement as £23,536.87, payable by 59 monthly payments of £398.93.

Mr M explains that the advert for the vehicle showed it was last serviced in January 2021, shortly before the point of sale. Mr M stated he was unable to visit the dealership until collection of the vehicle due to COVID restrictions in place at the time, but had been asking the dealership for details of the service on more than one occasions. Mr M also explained that he continued asking about the service record and was told this would be in the post, but he never received a copy of it.

Further down the line, Mr M encountered an issue with the vehicle. It was then brought to his attention that the stated service was not carried out, and had only had one service previously. There was also discussions on potential tampering with the vehicle in relation to fault codes and repairs.

Mr M was unhappy with this and complained to MBL. MBL did not uphold the complaint. In its final response MBL said there was no evidence of a mis-sale.

As Mr M disagreed, he brought his complaint to the Financial Ombudsman Service, where it was passed to one of our investigators. The investigator did not uphold the complaint. They explained it was their opinion a false statement of fact had been made about the service history of the vehicle, but that the false statement of fact didn't induce Mr M to purchase the vehicle, as the investigator felt Mr M would have made the same decision after considering the information available.

Mr M disagreed with this and sent some further comments to be considered. These didn't change the investigator's outcome and as such, I've been asked to review the complaint to make a final decision.

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.

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.

If I haven't commented on any specific point raised, it is not because I've failed to take it into account, it's because I don't believe I need to comment on it to reach a fair outcome, I have carefully considered each piece of information provided.

When considering this matter, I've also taken into consideration section 56 of the Consumer Credit Act 1974. This states that any negotiations conducted by the credit broker or supplier of goods are deemed to be conducted in the capacity of an agent of the creditor, and that this includes all communications and representations made. This means that, in this case, any discussions, communication, or representations made by either the credit broker or supplying dealership in respect of the agreement or insurance being provided were done so as an agent of MBL, for which MBL remain liable.

For me to be persuaded that a misrepresentation has taken place, there would need to be a false statement of fact and, in this instance, that false statement of fact would've had to induce Mr M to acquire the car under his conditional sale agreement.

Mr M has explained that he would not have purchased the vehicle if he'd known it hadn't been serviced in January 2021. I've thought carefully about all of the information available, and I'm not persuaded that this has made a material difference to Mr M's decision to purchase the car.

I say this because the vehicle was not advertised as having a full service history, and if this type of servicing was important to Mr M, I think a reasonable consumer in his position may well have decided to buy a different vehicle displaying a full service history.

I've also taken Mr M's further actions into account. Mr M explains he was asking about the service record from the dealership on repeated occasions, and this did not materialise. I think it would be reasonable for Mr M to have investigated different ways of obtaining this if it was of material importance to him and his decision to purchase the vehicle. Mr M explained he wasn't aware at that point he could ask MBL to step in, or that the service history was available online, however, these options are readily available and could well have been utilised if Mr M had attempted to find out how he could obtain the service history.

For me to say the false statement of fact induced Mr M to purchase this vehicle, I'd expect to see further action taken much sooner such as complaints about the dealership not providing the service history, action taken to discover the service history much sooner with follow up action once it was apparent the service wasn't carried out sooner than it happened. I acknowledge what Mr M has said about putting trust in the dealership, however if the service history was of this importance to him, I'd expect to see much more action taken when he wasn't able to obtain proof of this.

Mr M has provided information that he believes shows the vehicle was tampered with, however I've seen no definitive evidence to be able to say that the vehicle was tampered with by the supplying dealership and that this misrepresented the vehicle to Mr M, inducing him to purchase the vehicle.

I appreciate that Mr M has sent in excerpts of acts and laws, and I agree that the vehicle was misrepresented to Mr M due to the information about the last service, however as outlined above, I also have to be persuaded that Mr M would not have entered into the agreement to purchase this vehicle had this misrepresentation not happened, and for me to be persuaded of this, I'd need to see that different action had been taken.

My final decision

Although I acknowledge why Mr M is unhappy with what has happened, for the reasons I've

explained, I don't uphold Mr M's complaint about MONEYBARN NO.1 LIMITED trading as Moneybarn

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 19 May 2026.

Jack Evans
Ombudsman