

The complaint

Mr S complains about the quality of a car he has been financing through an agreement with Moneybarn Limited trading as Moneybarn.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

In June 2025 Mr S entered into a conditional sale agreement with Moneybarn to fund a used car. The car broke down in October 2025 and Moneybarn agreed to pay for it to be repaired. They offered Mr S £150 in compensation, and they agreed to refund two monthly finance instalments to compensate Mr S for the time he'd been without the car while waiting for the repair.

Mr S didn't think that was reasonable. He explained that the car wasn't back in his possession as there had been other faults diagnosed with the fly wheel and clutch. An independent inspection was organised to review those faults. The inspector explained that they were likely due to normal wear and tear and as Moneybarn subsequently rejected that aspect of Mr S's complaint, he referred it to this service.

Our investigator thought the redress Moneybarn had offered was reasonable. She wasn't persuaded that the new faults were present when the car was supplied.

Mr S disagreed and he asked for a decision by an ombudsman.

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.

I agree with the investigator's view of this complaint, for broadly the same reasons.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr S acquired his car under a regulated consumer credit agreement. This means our service is able to consider complaints about it. Under the Consumer Rights Act (2015), the car must have been of satisfactory quality when supplied. Given the car was about nine years old and had already covered about 55,000 miles, a reasonable person would expect signs of wear and tear. The legislation requires us to assess whether the car's condition at the time of

supply met reasonable expectations for a vehicle of that age, mileage, and price. If it didn't then Moneybarn, who are also the supplier of the car, are responsible.

The relevant legislation explains that if the fault occurs within the first six months we are to assume it was present at the point of supply, when Moneybarn were responsible for its quality, unless they can demonstrate otherwise. The clutch/flywheel issue was identified after that, and I'm not persuaded Mr S has been able to provide sufficient evidence to demonstrate the fault was pre-existing. The independent inspector has confirmed that:

'The clutch and flywheel are considered to be a serviceable item and will inevitably require replacement at some point.'

'There is no specific lifespan of a clutch or flywheel, as this component is heavily reliant upon usage type, driving style and operator technique.'

'It is noted that the vehicle has successfully covered 6,369 miles since inception over 6 months ago, and as such, taking into consideration the substantial amount of time and mileage successfully elapsed since inception, we do not consider the defects to have been developing at that point.'

I'm persuaded by his expert technical opinion that the subsequent fly wheel/clutch problem is therefore related to fair wear and tear on a car of this age and mileage and, as such, I don't think it would be reasonable to ask Moneybarn to take any action in relation to those faults.

However, Moneybarn did accept liability for the earlier fault Mr S experienced in October 2025. They refunded the monthly instalments Mr S paid during the period before that fault was repaired so Mr S wasn't paying for a car he wasn't able to use. I wouldn't expect Moneybarn to refund any travel expenses as well. To do so would be a duplication of redress. Moneybarn also offered £150 compensation in respect of the delay experienced in dealing with the complaint. Overall, I'm satisfied the redress they provided was fair and in line with what this service would have ordered.

I'm not, therefore, asking Moneybarn to take any further action.

My final decision

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 13 May 2026.

Phillip McMahon
Ombudsman