

The complaint

Miss S complains that a car that was supplied to her under a conditional sale agreement with Moneybarn No. 1 Limited, trading as Moneybarn, wasn't of satisfactory quality. Miss S's partner is also involved in her complaint.

What happened

A used car was supplied to Miss S under a conditional sale agreement with Moneybarn that she electronically signed in March 2024. The price of the car was £7,744 and Miss S agreed to make 59 monthly payments of £292.02 to Moneybarn. Miss S says that there were issues with the car's engine management warning light so she contacted the dealer. She took the car for a diagnostic test in June 2024 and the report provided an estimate for refitting some sensors but Miss S's warranty didn't cover the required work. Miss S complained to Moneybarn about the issues with the car in August 2024 and she also took the car to a manufacturer's dealer in September 2024. It identified faults with the car and provided estimates for the repairs of £2,066.40 and £2,323.58.

The dealer arranged for the car to be inspected by an independent expert later in September 2024 and Moneybarn said in October 2024 that the report confirmed that the dealer wasn't liable and that it was unable to uphold Miss S's complaint. Miss S wasn't satisfied with Moneybarn's response so complained to this service.

Her complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. He thought that the problems appeared to be due to a reasonable level of wear and tear and that the car was of satisfactory quality when it was supplied, so he didn't think that it would be fair to ask Moneybarn to do anything more to resolve Miss S's complaint.

Miss S didn't accept the investigator's recommendation and has obtained a legal opinion which concludes that declining liability on the grounds that the parts requiring replacement are part and parcel of routine maintenance and/or wear and tear is unsustainable. Miss S's partner says that he doesn't believe that the independent expert's report evidences that the fault wasn't present at the point of supply as that could only have been determined at that time.

The investigator said that he didn't believe that the legal opinion was enough to overturn the evidence from the independent expert as the independent expert had inspected the car and provided specific findings about her car, so I've been asked to issue a decision on this complaint. Miss S's partner says, in summary, that too much emphasis has been put on the inspection report and more emphasis should be placed on the manufacturer's dealer's findings.

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.

Moneybarn, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Miss S. Whether or not it was of satisfactory quality at that time will depend on a number of factors, including the age and mileage of the car and the price that was paid for it. The car that was supplied to Miss S had been registered in June 2016 so was nearly eight years old, the conditional sale agreement shows that it had been driven for 59,599 miles and it had a price of £7,744. Satisfactory quality also covers durability which means that the components within the car must be durable and last a reasonable amount of time – but exactly how long that time is will depend on a number of factors.

The car was supplied to Miss S in March 2024 and some issues with the car were diagnosed in June 2024. The estimate for the repair work records the car's mileage at that time as 64,507 miles. Miss S complained to Moneybarn about the issues with the car in August 2024 and she also took the car to a manufacturer's dealer in September 2024. It identified faults with the car and provided estimates for the repairs. Its invoice records the car's mileage at that time as 66,661 miles.

The dealer arranged for the car to be inspected by an independent expert later in September 2024 and the inspection report records the car's mileage at that time as 67,107 miles. The inspection report concludes:

“Apart from the warning light displayed on the drivers panel the vehicles overall general condition was good for its age and mileage with the only notable issue being a permanent warning light displayed on the drivers panel which is believed to be caused by a combination of a faulty Nox and an AdBlue injector both of which require replacement. During the replacement of which the vehicles DPF will require cleaning (not just regenerated) to ensure durability. Repairing of the highlighted issues would be classed as general maintenance and not considered as premature, therefore not the responsibility for the sales agents should rectify. Having to replace the engine sensors and a cleaning the DPF would not be considered unusual and a vehicle at approaching 70,000 miles. Once the repairs have been completed the vehicle on an extended road test to confirm the repairs have been successful”.

The report didn't mention the urea tank but the independent expert has since said that their assessment didn't identify a defect with the urea tank but it's integral to the Adblue system and any fault related to the urea tank could have contributed to the ongoing issues. The independent expert said that they didn't believe that any of the issues found constitute premature failure for a car which had been driven for almost 70,000 miles at the time of inspection.

The car had passed an MOT test in March 2024, before it was supplied to Miss S, and the car's mileage was recorded at that time as 59,432 miles. The conditional sale agreement shows that the car was supplied to Miss S with a mileage of 59,599 miles. The car passed an MOT test, with no advisories, in March 2025 and its mileage was recorded as 67,146 miles.

It's clear that there are some faults with the car as they've been identified by the diagnostic test, the manufacturer's dealer and the independent expert. The diagnostic test took place in June 2024, three months after the car had been supplied to Miss S and in that time the car had been driven for 4,908 miles. By the time of the inspection in September 2024 the car had been driven for 7,508 miles since it had been supplied to Miss S. That inspection identified issues with the car but the manufacture's dealer didn't make any finding as to whether or not those issues would have been present when the car was supplied to Miss S, and I wouldn't expect a manufacturer's dealer to normally make any such finding.

Miss S's partner clearly has concerns about the independent expert's report but I consider that it's the best evidence that's available as to whether or not the issues with the car were likely to have been present when the car was supplied to Miss S and whether or not they caused it not to have been of satisfactory quality at that time. The report says: *"Repairing of the highlighted issues would be classed as general maintenance and not considered as premature, therefore not the responsibility for the sales agents should rectify"*.

Miss S has provided a legal opinion which concludes that declining liability on the grounds that the parts requiring replacement are part and parcel of routine maintenance and/or wear and tear is unsustainable, but the writer of that opinion hasn't inspected the car and I don't consider that the opinion provides enough reason not to accept the independent expert's findings.

The car was nearly eight years old when it was supplied to Miss S, it had passed an MOT test and the car was driven 4,908 miles before any issues with it were diagnosed. Miss S's partner said when he contacted this service in October 2024 that Miss S wanted to reject the car as they'd bought another one but the car passed an MOT test with no advisories in March 2025. He also says that Miss S is planning to take this matter to court.

Having carefully considered all of the available evidence, including what Miss S's partner has said and the legal opinion, I'm not persuaded that there's enough evidence to show that the car wasn't of satisfactory quality when it was supplied to Miss S. I find that it wouldn't be fair or reasonable in these circumstances for me to require Moneybarn to allow Miss S to reject the car, to pay for the car to be repaired or to take any other action in response to her complaint. I suggest that Miss S now contacts Moneybarn to discuss the options that are available to her under the conditional sale agreement.

My final decision

My decision is that I don't uphold Miss S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 28 August 2025.

Jarrold Hastings

Ombudsman