

The complaint

Mr G complains about the quality of a car he acquired under a hire purchase agreement with SECURE TRUST BANK PUBLIC LIMITED COMPANY trading as Moneyway (Moneyway).

When I refer to what Mr G and/or Moneyway said or did, it should also be taken to include things said or done on their behalf.

What happened

In June 2023, Mr G entered into a hire purchase agreement with Moneyway to acquire a car first registered in November 2017. At the time of acquisition, the car had travelled around 86,000 miles. The cash price of the car was around £22,989 and the total amount payable was approximately £37,199. Mr G agreed to pay 59 monthly repayments, each in the sum of £570 and a final monthly repayment of £580, if he chooses to purchase the car. An option to purchase fee of £10 was payable at the same time and is included in the final monthly repayment figure above.

At the end of September 2023, Mr G contacted Moneyway and said the car is vibrating. Mr G said he has booked the car with a garage for a recall so will instruct them to do a health check at that time. At that time, Mr G also mentioned that the wireless charger did not work and the back wiper was working only intermittently. In October 2023, when the car had travelled 88,802 miles (about 2,802 miles since supply), Mr G took it to have it looked at by a third-party garage. This garage estimated that the car needed repairs relating to the rear differential mounts that were split, and thus no longer correctly securing the differential, so they required rear rubber mount replacing. The car also required a new rear prop shaft donut and repairs to the emergency call system fault. In addition, it was suggested that two tyres be replaced. Mr G raised this with the supplying dealership, but as he preferred for the repairs to be completed by a different garage, he agreed to have the supplying dealership pay him £500 so that he can get these repairs completed himself at a third-party garage.

In mid-2024, Mr G contacted Moneyway because he said there is a noisy/rough idle causing vibration which is coming from the car's transfer box casing. He said the mechanic who diagnosed the fault said that when driving 'the car hard', you can hear a thud on gear changes and the whining of the transfer box. Mr G also said that in the last month he put four new matching tyres at a cost of £800, which were balanced and laser aligned to rule out any bearings or tyre problems etc. In addition, he said that he spent £800 on the car brakes and a full service, so he said that it is not that he is not maintaining the car but the problem with the noise has been present since the first few months of having the car, if not from day one. Mr G also said that the tyres the car was supplied with were not matching which, he said, he was told was not good for his type of car.

In September 2024 Moneyway wrote to Mr G and said they have investigated his complaint and were not upholding it. They said the car passed its MOT on the 20 June 2024 with 91,410 miles and no major defects or advisories (this was around 5,410 miles since acquisition). In this correspondence, Moneyway said they emailed Mr G asking for evidence to support his complaint, but they have not received any evidence from him. With no evidence of the car's current issues and no evidence to show that the faults were present or

developing when the car was supplied, they said, they cannot uphold his complaint. Furthermore, they explained that with a used car like Mr G's, some wear and tear would be expected.

In January 2025, Moneyway also wrote to Mr G and said that the supplying dealership paid Mr G £500 as full and final settlement for him to carry out the repairs himself a few months after acquisition. They said this was to complete the repairs relating to the rear differential bushes, prop shaft donut, and emergency call system fault. However, Mr G responded to them and said that the £500 did not rectify all the issues and that he believes the same noise is still present.

In April 2025, Moneyway arranged an independent inspection to be completed on the car. At that time, the car had travelled 94,563 miles (around 8,563 since acquisition). The report found that the car had a persistent droning noise and vibration, present from around 30 MPH upwards. The fault was felt throughout the car and likely originated from the transmission driveline. The report concluded that given the elapsed time and mileage since purchase (over 8,000 miles and 9 months), it is not possible for the engineer to determine conclusively whether the faults were present or developing at the point of sale. The report also said that a car that is over eight years old and has driven over 94,000 miles, is likely to experience increased mechanical wear and future reliability concerns.

As Mr G remained unhappy, he referred his complaint to the Financial Ombudsman Service (Financial Ombudsman). He also mentioned that the car was sold to him with a cracked windscreen. Overall, he feels that it should not have passed an MOT with this, plus the two tyres that were needed.

Our investigator considered Mr G's complaint. The investigator was of the opinion that there was not enough evidence to say that most likely the car was not of satisfactory quality.

Mr G disagreed, so 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.

Where evidence is unclear or in dispute, I reach my findings on the balance of probabilities – which is to say, what I consider most likely to have happened based on the evidence available and the surrounding circumstances.

In considering what is fair and reasonable, I need to take into account the relevant rules, guidance, good industry practice, the law and, where appropriate, what would be considered good industry practice at the relevant time. Mr G acquired the car under a hire purchase agreement, which is a regulated consumer credit agreement. Our service can look at these sorts of agreements. Moneyway is the supplier of goods under this type of agreement and is responsible for dealing with complaints about their quality.

I have summarised this complaint very briefly, in less detail than has been provided, and largely in my own words. No discourtesy is intended by this. If there is something I have not mentioned, I have not ignored it. I have not commented on every individual detail. But I have focussed on those that are central to me reaching, what I think is, the right outcome. This reflects the informal nature of the Financial Ombudsman as a free alternative to the courts.

Also, I am only considering the aspects Moneyway are responsible for and the ones I am able to look at. So, I cannot look at certain actions and/or inactions of the dealership(s) or

broker which Mr G might be unhappy. As such, I am only looking at the events that have been raised by Mr G with Moneyway and the ones they were provided an opportunity to address.

The Consumer Rights Act 2015 (CRA) covers agreements such as the one Mr G entered into. Under this agreement, there is an implied term that the goods supplied will be of satisfactory quality. The CRA says that goods will be considered of satisfactory quality where they meet the standard that a reasonable person would consider satisfactory – taking into account the description of the goods, the price paid, and other relevant circumstances. I think in this case those relevant circumstances include, but are not limited to, the age and mileage of the car and the cash price. The CRA says the quality of the goods includes their general state and condition, as well as other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability.

In Mr G's case, the car was about five and a half years old when acquired and had travelled around 86,000 miles. So, it is reasonable to expect there to be some wear to it, and I would have different expectations of it compared with a brand-new car. As with any car, there is an expectation that there will be ongoing maintenance and upkeep costs. There are parts that will naturally wear over time, and it is reasonable to expect these to be replaced. So, Moneyway would not be responsible for anything that was due to normal wear and tear whilst in Mr G's possession. But given the age, mileage, and price paid, I think it is fair to say that a reasonable person would not expect anything significant to be wrong with the car shortly after it was acquired.

Mr G thinks that he should be entitled to reject the car.

The CRA sets out that Mr G has a short term right to reject the car within the first 30 days, if the car is of unsatisfactory quality, not fit for purpose, or not as described, and he would need to ask for the rejection within that time. Mr G would not be able to retrospectively exercise his short term right of rejection at a later date.

The CRA does say that Mr G would be entitled to still return the car after the first 30 days, if the car acquired was not of satisfactory quality, not fit for purpose, or not as described, but he would not have the right to reject the car until he has exercised his right to a repair first – this is called his final right to reject. This would be available to him if that repair had not been successful.

First, I considered if there were faults with the car.

In October 2023, when the car had travelled 88,802 miles (about 2,802 miles since acquisition), Mr G took it to have it looked at by a third-party garage. This garage estimated that the car needed repairs relating to the rear differential mounts that were split and no longer correctly securing the differential, so they required rear rubber mount replacement. The car also required a new rear prop shaft donut and repairs to the emergency call system fault. In addition, it was suggested the two of the tyres were replaced due to their condition.

Also, from independent inspection completed in April 2025 when the car had travelled 94,563 miles (around 8,563 since acquisition), in the report I can see that the car had a persistent droning noise and vibration, present from around 30 MPH upwards. The fault was felt throughout the car and likely originated from the transmission driveline.

Based on all of the above, I think the car was, most likely, faulty. But just because a car was faulty does not automatically mean that it was of unsatisfactory quality when supplied. So, I have considered if the car was of unsatisfactory quality when it was supplied to Mr G.

I think the following issues listed below would not have render the car of unsatisfactory quality:

- the wireless charger not working;
- the back wiper intermittently not working;
- the rear differential mounts split and no longer correctly securing the differential needing rubber mount replacement;
- the rear prop shaft donut needing replacement;
- the emergency call system fault, needing repair;
- the two tyres needing replacement.

I say this because I have not seen enough evidence to be able to say that these issues were present or developing at the time of acquisition. Furthermore, when the issues were raised, the car had already travelled around 2,802 miles since supply and was almost six years old. Considering the age, price, and mileage of the car, combined with when the above issues were noted, I think it is most likely these faults are due to normal wear and tear and parts coming to the end of their life cycle. So overall, I've not seen enough evidence to be able to say that, most likely, Moneyway would be responsible for these.

In addition, when coming to the above conclusion, I considered that when Mr G acquired the car it was already about five and a half years old and had travelled around 86,000 miles, so it is reasonable to expect there to be some wear to it. As with any car, there is an expectation that there will be ongoing maintenance and upkeep costs. However, even if I am wrong and these issues would render the car of unsatisfactory quality - which I do not think I am - I do not think it would be fair and reasonable to say that Moneyway are now responsible for those faults. The reason I say this is because Mr G asked the supplying dealership to pay him £500 so that he could get them repaired at his own third-party garage, instead of the supplying dealership fixing the issues themselves. As such, it would not be fair and reasonable for Moneyway to now be responsible for these.

Mr G is adamant that the issues he experienced shortly after acquisition are the same issues that the car is now experiencing. He has provided a letter from a third-party garage that states the car was brought to them in August 2023 with several faults, the main one being a very rough idle and juddering at speed that progressively gets worse the faster the car is driven. The letter goes on to say that on the test run (in March 2025) they have found that, in their opinion, these problems have worsened and are the same issues as the ones from August 2023. However, this report did not go into any deeper analysis of what the faults were. As such when thinking about whether the issues Mr G experienced shortly after acquisition are the same issues that the car is now experiencing, I considered a few other aspects.

I considered that the independent inspection, completed in April 2025, was a lot more detailed, and it concluded that, given the elapsed time and mileage since purchase including the car being able to drive over 8,000 miles, it was not possible for the engineer to determine conclusively whether the faults were present or developing at the point of sale. The engineer did say the car exhibits a droning noise and vibration consistent with a transmission or transfer box fault, commonly seen in that type of car due to use with mismatched tyres. Mr G did say that the tyres were mismatched, but there is not enough evidence to say, on balance, that the tyres were mismatched when he acquired the car. Especially as the third-party garage Mr G took the car to in October 2023, did not mention that the car had any mismatched tyres, only that two of them needed replacement due to them being worn 80 and 90 percent. So, I cannot say that I have seen enough evidence to be able to say that, on balance, the issues that Mr G experienced a few months after supply are the same issues that are affecting the car now. As such, given all the evidence available, I cannot say that the current faults were present at the time of supply.

Separately I have also thought about whether the current faults with the car would render it not sufficiently durable. However I think, on balance, they would not. The reason I say this is because the issues listed by the independent inspection, completed in April 2025, were noted when the car had already travelled 94,563 miles (around 8,563 since acquisition) and it was over seven years old. Considering the age, price, and mileage of the car, combined with when the above issues were noted, I think most likely these faults are due to normal wear and tear and parts coming to the end of their life cycle.

Mr G has also mentioned to us that the car was provided with brakes all worn out, a chipped windscreen, and that it had the wrong tyres. So, I have considered what he said but I have also considered that the car had passed its MOT, which was completed around the time of acquisition. As such I think, most likely, these issues, had they been present, would have been noted then. The MOT did state that the front windscreen was damaged, but it said that this did not adversely affect the driver's view, and the MOT did still pass. Also, Mr G said the car was not serviced like the dealer told him, but I have not seen enough evidence to be able to say that the car was mis-sold to him in any way or not as described when it comes to its servicing.

While I sympathise with Mr G for the difficulties that he is experiencing, based on all the information available in this case, I do not think I've seen enough to say that, most likely, the car was not of satisfactory quality or that it was mis-sold to him in any way or not as described. So, it is not fair or reasonable for me to require Moneyway to take any further action regarding Mr G's complaint.

My final decision

My final decision is I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 8 October 2025.

Mike Kozbial
Ombudsman