

The complaint

Miss M complains about the quality of a car supplied to her by Moneybarn No.1 Limited ("Moneybarn").

What happened

Miss M entered into a conditional sale agreement in February 2024 for the supply of a used car. The car was around six years old when supplied and had covered around 97,000 miles.

She had some issues with the car during the first year, and we've seen evidence that a blocked filter was repaired under warranty, and she's told us that a recommendation was given to replace the turbo. The car continued to be driven and was seen by a local garage again in October 2024, and they identified an issue with the turbo, and with the timing chain.

Later, in January 2025, the engine failed, and the garage confirmed it needed a replacement engine. Miss M complained to Moneybarn in March 2025, but they didn't uphold the complaint as they said there was no evidence to suggest the car was of unsatisfactory quality when it was supplied. Unhappy with this, Miss M referred her complaint to our service in April 2025.

An investigator here investigated it and didn't uphold the complaint. They said that whilst they agreed there was a fault, Miss M had been able to drive it for over 8,500 miles after supply, and alongside this, in October 2024 she had been told the turbo and timing chain needed replacing, but the car continued to be used until January 2025 when the engine failed. As this further use had likely contributed to the ultimate failure of the engine, they said they couldn't hold Moneybarn liable for this.

Miss M didn't agree with this and asked for an ombudsman to make a final decision on the complaint.

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've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

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. Miss M was supplied with a car under a conditional sale agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

The Consumer Rights Act 2015 ('CRA') says, amongst other things, that the car should've been of a satisfactory quality when supplied. And if it wasn't, as the supplier of goods, Moneybarn are responsible. What's satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle's history and its durability. Durability means that the components of the car must last a reasonable amount of time.

The CRA also implies that goods must conform to contract within the first six months. So, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless Moneybarn can show otherwise. But, where a fault is identified after the first six months, the CRA implies that it's for Miss M to show it was present when the car was supplied.

So, if I thought the car was faulty when Miss M took possession of it, or that the car wasn't sufficiently durable, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask Moneybarn to put this right.

I have empathy with the situation Miss M finds herself in, but I must follow consumer law in determining a fair outcome here. I also must follow the evidence provided to ensure fairness to both parties.

Whilst Miss M has told us she was told about turbo problems earlier in her agreement, she hasn't been able to provide any evidence of this. The CRA says that if faults present more than six months after supply, it falls on the consumer to prove that any faults were present or developing when the car was supplied. Just because a car has faults, it doesn't follow that those faults were present or developing when the car was supplied.

Miss M was able to drive around 6,000 – 7,000 miles before carrying out an MOT of the car in September 2024, and at that point the car passed its MOT having only had to deal with a faulty windscreen wiper. This was six months after the car was supplied.

Then around a month after this in October 2024 there is a garage quote to replace the turbo and the timing chain. We don't have any more details than this quote, so I can't say with any certainty what has gone wrong at this point, or what isn't working with the car, or what condition it is in. But as it's now over six months since the car was supplied, the law says that Miss M needs to prove it's not of satisfactory quality.

Interestingly, the system notes from Moneybarn show that Miss M complained at this time and was told that she hadn't provided enough evidence to prove that the problems were present or developing at the point of sale. This appears to be a separate complaint predating the one we are looking at, but broadly about the same issues. There is also a note that Miss M told Moneybarn she was going to get an independent report about the issues, but we've not seen any reports.

Then in January 2025, the engine has failed, and quotes have been provided for its replacement, and a further complaint has been raised it seems. The same applies then as applied previously though. It would seem Miss M was previously advised that an independent report would be a good way to prove whether the faults were present or developing at the point of supply, but without a report, I don't have anything to tell me whether this was the case or not.

I've thought about the parts in question, a turbo and a timing chain. 100,000 miles is broadly within the expected lifespans of both. A timing chain can last much longer, but it's

recommended to replace it if its showing signs of wear, and one of the signs to watch out for is a rattle, which I've seen mentioned here from October 2025.

Alongside this, we don't know what's happened with the engine for it to seize and need replacing in January 2025. It may have been the turbo has failed, or it's possible the timing chain has broken and damaged the engine, but without any more evidence, I can't say with any confidence that the issue was present or developing at the time the car was supplied.

My final consideration has been durability. That is, has the car proved reasonably durable. As I've mentioned above, the lifespan of a turbo is estimated at broadly 100,000 miles, so I can't say it's unfair when the car has covered this mileage for it to need replacing. And whilst the timing chain may have failed, it's clear that it was rattling in October 2024, but doesn't appear to have been replaced or repaired before the engine has seized.

On this basis, I can't say that there is the evidence to show that the car was of unsatisfactory quality when it was supplied. Miss M has said she's had cars of this age/mileage before and never had these kinds of issues, which I'm glad to hear. But previous issue of potentially good fortune don't mean that what's happened here is unfair.

It's also important to consider that this car is a high spec model, which inevitably means repairs are more expensive than on less expensive models of car. This can mean that wear and tear repairs suddenly cost more than expected, and quotes for repairs and maintenance are a lot more than a consumer is sometimes used to. Whilst I have empathy for Miss M if this is the case, this is part of choosing which car to acquire, and it doesn't impact on my decision about whether the car was of satisfactory quality when supplied.

Overall, I haven't seen evidence that persuades me that the car wasn't of satisfactory quality when it was supplied. Miss M was able to use it for several thousand miles and almost a year before it has suffered these issues, and I can't be certain that some or all the issues haven't followed on from her not carrying out required maintenance or repairs that had been identified as being required. I'm sorry that this has happened, but I won't be upholding the complaint or asking Moneybarn to do anything further.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 26 November 2025.

Paul Cronin
Ombudsman