

The complaint

Mr E complains about a car supplied under a hire purchase agreement, provided by SECURE TRUST BANK PUBLIC LIMITED COMPANY trading as Moneyway.

What happened

Around September 2022 Mr E acquired a used car under a hire purchase agreement with Moneyway. The car is listed with a cash price of £4,537, was over seven years old and Moneyway said it had covered around 57,000 miles. Mr E paid no deposit.

Unfortunately, Mr E says the car developed issues. He said on the second day he had it an engine management light ('EML') appeared on the dash. He said he was told by the dealer this wasn't anything to worry about.

Mr E says over the coming months the car repeatedly broke down. He said this caused financial hardship and impacted his mental health.

Mr E complained to Moneyway around March 2025. Moneyway explained it received photos and video files from Mr E but it couldn't open these. It said it explained this to Mr E and said it expected to receive various reports and invoices from him, but then said he didn't provide these.

Moneyway didn't issue a final response to the complaint and Mr E referred it to our service in June 2025. He said the car was now completely undrivable. He said he wanted the debt with Moneyway to be cancelled, his credit file to be cleared of negative information and to be given compensation for the financial loss and disruption caused.

Moneyway explained to our service that it believed the car had covered around 93,000 miles in September 2024 and so it didn't think there was an issue present at the point of supply.

Moneyway did say it was aware the car broke down in November 2022. It said it told Mr E at the time that the dealer would be expected to support with repairs, but it had no further information about what happened.

Moneyway then issued a final response which appears to have been sent around August 2025. This said, in summary, that there was no evidence of a fault with the car when it was supplied.

An investigator then issued an opinion and didn't uphold the complaint. He said, in summary, that Mr E had provided evidence the car had broken down on multiple occasions. And he said Mr E had shown an invoice from a company that supplies car parts from the beginning of November 2022, but this didn't show what was paid for.

Our investigator said there wasn't enough evidence to show the car wasn't of satisfactory quality when supplied.

Mr E disagreed. He said he reported issues on the phone within six months of getting the

car. He said an EML was on from the first day he had it. And he said he was a first-time driver at the time, so he didn't keep any detailed records.

As Mr E remained unhappy, 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.

Having done so, I don't think this complaint should be upheld. I'll explain why.

Firstly, I'd like to explain to both parties that I might not comment on every point raised or every single piece of evidence. I want to reassure Mr E and Moneyway that I've carefully considered all of the available information. But, I'm going to focus my decision on what I consider to be the key facts and the crux of the complaint. This reflects the informal nature of our service.

When considering what's fair and reasonable, I take into account relevant law, guidance and regulations. The Consumer Rights Act 2015 ('CRA') is relevant to this complaint. This says, in summary, that under a contract to supply goods, the supplier – Moneyway here – needed to make sure the goods were of 'satisfactory quality'.

Satisfactory quality is what a reasonable person would expect, taking into account any relevant factors. I'm satisfied a court would consider relevant factors, amongst others, to include the car's age, price, mileage and description. The CRA also sets out that the durability of goods can be considered as part of satisfactory quality.

So, in this case I'll consider that the car was used, over seven years old and cost well under £5,000, which is a very significant discount on what it would've retailed at new. This means I think a reasonable person would not have the same standards as for a newer, less road worn car. But, I think they would still expect it to have been free of any significant faults and would expect trouble free motoring for a short time.

What I need to consider in this case is whether I think Mr E's car was of satisfactory quality or not. It's worth explaining up front that there is a significant lack of evidence in parts here. For example, Mr E has provided some evidence that appears to show the car broke down multiple times. But he has, largely, not shown what happened at these points – for instance he has rarely been able to provide invoices or other evidence to show any repairs carried out. Nor has he provided any detailed testimony.

That being said, I have reviewed the information I have.

Mr E has provided various videos. These show the car at points being recovered or showing EMLs, but there is little information in these to assess. For instance, they generally don't show the dates or mileages and are only a few seconds long.

I've seen a photo showing an EML with the mileage displayed as 62,797.

Mr E provided a photo of what appears to be a diagnostic, but this isn't dated.

Mr E provided screenshots of text messages from breakdown companies. These appear to show the car needed to be recovered on:

- 1 November 2022

- 4 November 2022
- 5 November 2022
- 16 January 2023
- 18 January 2023
- 24 August 2023
- 6 December 2023

There is also a message from 9 May, but this doesn't contain the year.

I've seen part of an invoice from 03 November 2022 from a company that supplies car parts. But this image is cut off and there are no further details.

I've seen an invoice from a garage dated 10 May 2024 for the replacement of a coil pack and spark plugs. But I've noted this was well over eighteen months after Mr E got the car. It contains no other commentary about what happened.

I've seen another invoice from a different garage dated 10 September 2024. This showed the mileage as 90,103. This said:

“CHECK ENGINE MANAGEMENT FAULTS REPLACE IGNITION COIL & SPARK PLUGS”

I've noted this invoice is from around two years after Mr E got the car and it had covered well over 30,000 miles. There is no further testimony from the garage.

I've thought about what Mr E said about the car displaying an EML when he acquired it. But there is nothing else to show what happened at the time. So, even if I accepted what Mr E said about the EML, I don't know *why* this was illuminated. The reasons *why* this *could've* been the case are many and could range from something very minor, to indicating a major fault. But without further information, it's very hard to draw any conclusions.

It appears from the above that the car needed recovering only a few weeks after Mr E got it in November 2022, and again a few weeks after this in January 2023.

But there is also nothing to evidence *why* the car needed recovering on either of these occasions. I haven't been provided with a breakdown report, job sheets from the time or anything else. Nor has Mr E told our service any specifics about what happened.

So, it's almost impossible to say if this meant the car was of unsatisfactory quality or not. For instance, if the car needed to be recovered due to Mr E hitting a curb or pothole, this would be very different to the car breaking down due to a fault.

Even then, if I did accept the earlier breakdowns showed the car was not of satisfactory quality when supplied, I have no information to show what Moneyway would need to do to put things right. I'm satisfied repairs must have likely taken place, as Mr E continued to drive the car for tens of thousands more miles. But I don't know what the repairs were, who paid for these, or what they cost. So, I don't think it would be reasonable to instruct Moneyway to take any action here in any event.

I've also had to consider, in relation to the breakdowns, if Mr E mitigated his losses. I accept the above list of dates may not be completely accurate, but it does appear there is at least a

chance Mr E was breaking down, not repairing the car, and then driving it again anyway. I say this as the breakdowns occurred only a few days apart at times, and there isn't any evidence to show the car was worked on between these points.

Thinking about this in the round, I'm not convinced the breakdowns alone from November 2022 and January 2023 show the car was not of satisfactory quality when supplied. Even if I accepted the EML was present, I also don't think this alone is enough to change my opinion. And even if I thought differently, I don't have enough evidence to instruct Moneyway to do anything to put things right.

After this point in time, based on the limited evidence I have, I find all the further issues noted above, post January 2023, occurred too far after when Mr E got the car for it to be most likely any faults, whatever they were, to have been present or developing at the point of supply. Nor do I think a reasonable person would consider the car wasn't durable for any issues that appeared past this point due to the mileage covered.

I want to reassure Mr E that I have carefully considered everything he said. I've noted his reasons why he said he didn't keep documents from the time. And I can understand his frustration with how often it appears his car broke down. But this doesn't change my opinion about its quality when it was supplied.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 5 January 2026.

John Bower
Ombudsman