

The complaint

Miss M 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.

What happened

A used car was supplied to Miss M under a conditional sale agreement with Moneybarn that she electronically signed in January 2025. The price of the car was £6,195, Miss M made an advance payment of £200 and she agreed to make 59 monthly payments of £216.07 to Moneybarn.

Miss M complained to Moneybarn about issues with the car in March 2025 and said that she wanted to reject it. It said that the dealer had provided an invoice which confirmed that there were no satisfactory quality issues with the car so her complaint hadn't been upheld. Miss M wasn't satisfied with its response so complained to this service.

Moneybarn arranged for the car to be inspected by an independent expert in July 2025 and it provided a copy of the inspection report to this service. Miss M's complaint was then looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. She said that she was unable to establish that there was a fault with the car so she couldn't find that it wasn't of satisfactory quality at the point that it was supplied to Miss M.

Miss M didn't accept the investigator's recommendation and has asked for an ombudsman to make a decision on her complaint. She said that she didn't know where the car was but intended to arrange another independent inspection of it as she had concerns about the inspection methodology used in the inspection arranged by Moneybarn. She said that the dealer ordered and replaced parts such as a sensor pipe, sump gasket, and clutch-side gasket after she reported problems with the car and the car was returned to the dealer multiple times within weeks, and she was given a courtesy car, which shows a repeated failure to supply a car that was of satisfactory quality as required under the Consumer Rights Act 2015.

Miss M then supplied a vehicle health report about the car and says that she's also provided evidence showing that the car was repaired five times by the dealer, that an oil leak appeared three days after the car was supplied to her and that the car was unavailable to her for five to six months. She says that she attempted to reject the car within the first 30 days but was manipulated into keeping it.

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 M. 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 M was first registered in July 2017 so was more than seven years old, the conditional sale agreement says that it had been driven for 74,587 miles and the price of the car £6,195. 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 had passed an MOT test with no advisories in January 2025, before it was supplied to Miss M, and its mileage was recorded at that time as 74,596 miles. Miss M says that the first problem was that the car's oil had to be topped up a few days later and the next problem was a knocking noise from the car. She says that she tried to give the car back and there were other issues with the car which meant that the dealer had the car on five occasions to inspect and repair the issues. She said that it didn't provide her with any documentation about the work carried out but a diagnostic report in March 2025 identified 14 faults with the car. That report shows that the odometer reading was 125,039 km, which is 77,695 miles, so in about two months after it was supplied to Miss M the car had been driven for more than 3,000 miles.

Miss M complained to Moneybarn about those faults and said that she wanted to reject the car but Moneybarn said that the dealer had provided an invoice which confirmed that there were no satisfactory quality issues with the car. There were clearly some issues with the car soon after it was supplied to Miss M but they were repaired by the dealer. Miss M says that she tried to give the car back in February 2025 but the car was repaired and I'm not persuaded that there's enough evidence to show that she rejected the car at that time. I consider it to be more likely than not she accepted the dealer's repairs of the car.

I also consider it to be more likely than not that the issues with the car were repaired because, when Moneybarn arranged for the car to be inspected by an independent expert in July 2025, the inspection report said:

"In our opinion, we did not identify any issues with the vehicle at the time of our inspection and road test. No oil leaks were evident. The vehicle did not overheat and the gearbox operated as intended with no abnormal noises or abnormalities. We would consider that at the time of our inspection and road test that the vehicle was in a satisfactory roadworthy condition and fit for service".

Miss M says the inspection was limited to a nine mile road test at speeds up to 50 mph which isn't sufficient to identify intermittent or load dependent faults that have repeatedly occurred in her use of the car and the faults that she experienced often appeared after longer driving periods or under specific driving conditions which were not replicated during the inspection.

The independent expert described his experience in the report and said: *"I understand my duty to the Court and have complied and will continue to comply with it and I am aware of the requirements of Part 35 and Practice Direction 35, this protocol and the practice direction on pre-action conduct"*.

Miss M said that she intended to arrange another independent inspection of the car because of her concerns about the inspection methodology that had been used and she collected the car from the dealer in August 2025 and took it to a garage earlier this month. She says that the car was unavailable to her for five to six months, but she was provided with a courtesy car and the car had been repaired but she chose not to collect it from the dealer.

She's provided the garage's vehicle health report which includes a list of fault codes from the car and gives amber warnings for Miss M to keep an eye on the oil level which was close to

minimum and the tyres because they were starting to deteriorate. The report shows the car's mileage as 79,097 miles. I don't consider that the vehicle health report shows that there were faults with the car at that time or that there would have been faults that caused it not to have been of satisfactory quality when it was supplied to Miss M.

The car was more than seven years old and had been driven for more than 74,500 miles when it was supplied to Miss M, it had passed an MOT test with no advisories and the car was driven for more than 3,000 miles in about two months after it was supplied to her. There were some issues with the car but they were repaired by the dealer and the inspection report said that no issues were identified with the car. I'm not persuaded that there's enough evidence to show that the car wasn't of satisfactory quality for its age and mileage when it was supplied to Miss M or that it would be fair and reasonable for her to now be able to reject the car.

I've carefully considered all that Miss M has said and provided about her complaint. It's clear that she believes that the car wasn't of satisfactory quality when it was supplied to her and that she should be able to reject it, so I appreciate that my decision will be disappointing for her. I find that it wouldn't be fair or reasonable in these circumstances for me to require Moneybarn to allow Miss M to reject the car, to pay her any compensation or to take any other action in response to her complaint.

My final decision

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

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

Jarrold Hastings
Ombudsman