

The complaint

Miss W complains that a car that was supplied to her under a conditional sale agreement with Moneybarn No. 1 Limited wasn't of satisfactory quality.

What happened

A used car was supplied to Miss W under a conditional sale agreement with Moneybarn that she electronically signed in February 2025. The price of the car was £6,200 and Miss W agreed to make 59 monthly payments of £191.12 to Moneybarn. Miss W says that she paid for the washer jets and pipes and two sets of wheel bearings to be replaced in May 2025. She says that a mis-firing cylinder was diagnosed in August 2025, so she complained to Moneybarn.

It didn't uphold her complaint as it said that the reported concerns occurred more than six months after the purchase date and that Miss W would need to prove that the faults were existing on the date of supply and that they were serious enough to make the car unfit for purpose or unsatisfactory at the point of sale. Miss W wasn't satisfied with its response so referred her complaint to this service.

Miss W's complaint was looked at by one of this service's investigators who, having looked at everything, didn't recommend that it should be upheld. He didn't think that the fault was present at the point of supply or that Moneybarn would be responsible for rectifying the issues that Miss W has with the car.

Miss W hasn't accepted the investigator's recommendation and says that she'd like an ombudsman to look at her complaint. She's provided a report from a garage which says that it carried out further diagnostics and, once the cylinder head was removed, it was able to see that cylinder two is damaged. It says that this is a common fault and it doesn't think that it's any fault of Miss W or caused by wear and tear, as everything else seems to be well maintained. Miss W also says that the issues with the washer jets and wheel bearings weren't wear and tear.

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 W. 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 W was first registered in September 2015, so was more than nine years old, the conditional sale agreement says that it had been driven for 92,372 miles and the price of the car was £6,200. 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 in February 2025, on the date that Miss W electronically signed the conditional sale agreement, and its mileage was recorded as 92,730 miles. Advisories were noted about the car's brakes. Miss W paid for the washer jets and pipes and two sets of wheel bearings to be replaced in May 2025. Moneybarn says that those are wear and tear items. As the car was more than nine years old and had been driven for more than 92,730 miles, I don't consider that the issues with the washer jets and pipes and wheel bearings would cause the car not to have been of satisfactory quality when it was supplied to Miss W. I find that it wouldn't be fair or reasonable for me to require Moneybarn to reimburse Miss W for those costs.

Miss W says that the engine management light began flashing when she was driving the car in August 2025 and there was a loss of power and severe shaking, causing the car to be unsafe to drive. She says that the car was recovered and the recovery service diagnosed a misfire on cylinder two and replaced the car's spark plugs, but the symptoms persisted. A garage then confirmed that there was damage to cylinder two's valve. It has more recently provided the report referred to above.

Miss W said in September 2025 that the car's mileage was 106,775 miles. The August 2025 cylinder issue occurred more than six months after the car was supplied to Miss W and, in that time, the car had been driven for 14,045 miles. I don't consider that Miss W would have been able to use the car for more than six months and to have driven more than 14,000 miles in it if there had been a cylinder issue with the car when it was supplied to her. The garage says that the cylinder issue is a common fault and it doesn't think that it's any fault of Miss W or caused by wear and tear, as everything else seems to be well maintained.

The car was about ten years old and had been driven for about 106,000 miles when the cylinder issue occurred. I'm not persuaded that there's enough evidence to show that there was a cylinder issue with the car when it was supplied to Miss W or that the cylinder issue caused the car not to have been of satisfactory quality when it was supplied to her.

I've carefully considered all that Miss W has said and provided about her complaint, but I'm not persuaded that her complaint should be upheld. Miss W has described the impact that the issues with the car have had on her, 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 pay for the car to be repaired, to reimburse Miss W for any of the costs that she's incurred, to pay her compensation or to take any other action in response to her complaint.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 12 February 2026.

Jarrod Hastings
Ombudsman