

## **The complaint**

Mr R complains about the quality of a car he has been financing through an agreement with Zopa Bank Limited (Zopa).

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

## **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.

I know it will disappoint Mr R, but I agree with the investigator's opinion. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr R acquired his car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The Consumer Rights Act (2015) is the relevant legislation. It says that the car should have been of satisfactory quality when supplied. If it wasn't then Zopa, who are also the supplier of the car, are responsible. The relevant law also says the quality of goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances.

In a case like this which involves a car the other relevant circumstances would include things like the age and mileage at the time the car was supplied to Mr R. An old car with a high mileage will not be expected to be as good as a newer car with a low mileage, but it should still be fit for use on the road, in a condition that reflects its age and price. The car here was about three years old and had already completed about 48,000 miles.

A main dealer vehicle health check completed about five months, and 4,200 miles, after Mr R took receipt of the car, showed problems with a brake calliper sticking and noted that brake pads were worn.

Zopa are only responsible for faults present or developing at the point the car was supplied. The same main dealer health check was also completed before the car was supplied to Mr R. The brakes were looked at, but the report didn't identify any issues. I can see the report did highlight a problem with a gearbox sensor, so it seems there was depth to the investigations completed. On that basis I think it's likely the brakes were in a roadworthy and serviceable condition when the car was supplied, and I don't think it would be fair to hold Zopa responsible for their subsequent repair.

### **My final decision**

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 1 April 2024.

Phillip McMahon  
**Ombudsman**