

## **The complaint**

Mrs S complains that a car acquired with finance from Zopa Bank Limited ("Zopa") wasn't of satisfactory quality.

## **What happened**

In January 2023 Mrs S was supplied with a car and entered into a hire purchase agreement with Zopa. At the point of supply the car was around 4 years old and had covered 53,500 miles.

Mrs S experienced some issues with the car. In March 2023 the car required a new wheel speed sensor and some paint repairs to the offside rear door. In April 2023 the engine management light illuminated and the NOx sensor was replaced.

Mrs S contacted Zopa in June 2023 to report the fault with the engine management light on the car. Zopa arranged an independent inspection carried out by DEKRA. The inspection took place in July 2023.

The DEKRA inspection report found fault codes relating to the engine management system which indicated that the EGR valve and associated pipework may have excessive carbon build up. The report stated that this build up would've occurred over a substantial period of time and was likely to have been caused by driving style or lack of maintenance. The report stated that the cause of the emissions fault would require further investigation.

Zopa said that because the DEKRA report was inconclusive, it would arrange a further report by ACE. The ACE inspection took place in July 2023.

The ACE report stated that the faults in relation to the wheel speed sensor and NOx sensor are electrical items which could fail at any point without warning. It stated that the emissions fault was as a result of driving style the vehicle had been subjected to and that it considered that the issues would not have been present or developing at the point of supply.

Based on the conclusions in the report, Zopa advised Mrs S that it wasn't upholding her complaint and request to reject the vehicle. It said there was no evidence to suggest that the fault was present or developing at the point of supply.

Mrs S remained unhappy and brought her complaint to this service. She said the car has been in and out of the garage ever since she got it, and she didn't expect to experience so many problems with a prestige vehicle.

Our investigator didn't uphold the complaint. She said that although there was enough evidence to persuade her that there was a fault with the car, the ACE inspection report had concluded that the faults weren't present at the point of supply, and that the current fault was related to driving style and fair wear and tear. The investigator said she thought the car was of satisfactory quality at the point of supply and therefore she wouldn't be asking Zopa to do anything further to resolve the complaint.

Mrs S didn't agree. She said the problems had started in January 2023 when she got the car, and that because she had purchased an approved used car, she expected it to be up to standard. She said she wanted to return the car and end the credit agreement.

### **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.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable, taking into account factors such as the age and mileage of the car and the price paid. The legislation says that the quality of the car includes its general state and condition, as well as things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

The car supplied to Mrs S was around 4 years old and had covered 53,500 miles. So it's reasonable to expect that parts of the car would already have a degree of wear and tear and that the car would require repairs sooner than say, a brand new car.

Under the Consumer Rights Act 2015, where a fault occurs with a car within the first six months of the point of supply, it's assumed that the fault was present or developing at the point of supply unless shown otherwise.

I've reviewed the available evidence about the issues which Mrs S experienced with the car. Some of the issues have been successfully repaired so I can't treat these as current faults. Based on what I've seen, I'm satisfied that there is a current fault with the engine management light illuminating, which is likely to be related to the EGR valve. I say this because both the DEKRA and ACE reports state that there is an emissions fault.

I've gone on to consider whether the car was of satisfactory quality when it was supplied. As I've said above, the relevant legislation assumes that faults which occur in the first six months were present or developing at the point of supply unless shown otherwise. In this case, there are two independent reports. The first report by DEKRA is inconclusive. It says that further inspection is required to determine the cause of the emissions fault. The second report by ACE is conclusive. It states that the faults which have already been repaired were electrical items which could have failed at any time and wouldn't mean that the car wasn't durable or of unsatisfactory quality at the point of supply. In relation to the current fault, the ACE report states that this has been caused by driving style and wear and tear, and that the fault would not have been present or developing at the point of supply.

I appreciate the point that Mrs S has made about not expecting to experience so many faults with a prestige vehicle. I understand how frustrating it can be when things go wrong with cars. But just because things go wrong doesn't mean that the car wasn't of satisfactory quality when it was supplied. And in this case, there's persuasive independent engineering evidence which concludes that the emissions fault is due to driving style. I'm satisfied that the engineering evidence is sufficient to rebut the assumption that the fault was present or developing at the point of supply.

Taking everything into account, including the engineering evidence and the mileage covered by Mrs S since the point of supply, I think it's more likely that the fault is due to general wear and tear. So I won't be asking Zopa to do anything further.

**My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 10 June 2024.

Emma Davy  
**Ombudsman**