

The complaint

Mr M complains Zopa Bank Limited (Zopa) supplied him with a car that he believes wasn't of satisfactory quality at supply. He also complains he was given incorrect information about it by the supplying dealership.

What happened

In May 2022, Mr M entered into a 48 month agreement for a used car. Its cash price was £9,699, it was first registered in June 2016 and it had travelled around 90,000 miles. Mr M paid a £2,000 deposit and the rest was financed by a loan with Zopa. The monthly instalments were around £200.

Mr M says he experienced issues with the car immediately upon acquiring it. In September 2022, following his concerns of the car 'vibrating' abnormally, he arranged for a health check to be carried out. A number of issues were identified including an engine oil leak, a worn tyre, a faulty brake light and issues with the suspension mounts. Repairs were carried out which Mr M paid for.

In subsequent months, further issues were found including a faulty seat buckle, a loose heat shield, issues with the adblue fuel tank and the elos fuel tank. Mr M complained to Zopa. He also said there was a discrepancy with the mileage and he was told the car would come with twelve months MOT but it only came with six months.

Zopa didn't uphold Mr M's complaint. They said the car had been in his possession for ten months and had travelled over 4,600 miles and there was no evidence the faults were present at supply. They also said there was no evidence of a mileage discrepancy nor that the car was advertised with twelve months MOT.

Thereafter, Mr M arranged for the car to be inspected in June 2023. The report said there was an engine management light illuminated. It went on to say the amount of work and repairs undertaken since purchase wasn't acceptable and it must be considered that the faults were present to some degree at the point of sale.

The complaint was referred to our service. The investigator recommended the complaint wasn't upheld. She accepted there were faults with the car but said this was a result of wear and tear. She concluded the car was of satisfactory quality at supply given its age and mileage.

Mr M disagreed and maintained his stance. He also commented the timing belt had recently snapped which required repair.

As an agreement couldn't be reached, the complaint has been referred 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've decided not to uphold Mr M's complaint. I'll explain why.

Mr M acquired a car under a regulated credit agreement. Zopa was the supplier of the goods under this type of agreement meaning they are responsible for a complaint about the supply and the quality of the car.

The Consumer Rights Act 2015 (CRA) is relevant to this complaint. It says that, under a contract to supply goods, there is an implied term that "the quality of the goods is satisfactory". To be considered "satisfactory", the goods would need to 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 involving a car, the other relevant circumstances a court would take into account might include things like the age and mileage. The quality of goods includes other things like fitness for purpose, appearance, freedom from minor defects, safety and durability.

Mr M acquired a car that was around six years old and had travelled over 90,000 miles. As this was a used car with considerable mileage and age, it's reasonable to expect parts may already have suffered substantial wear and tear when compared to a new car or one that is less travelled. There's a greater risk this car might need repair and/or maintenance sooner than a car which wasn't as road-worn.

Based on the evidence presented to me which includes job cards, health check reports and the findings of the inspection, it's evident there were a number of faults with the car. This includes but not limited to an oil leak, a faulty seat belt, a worn tyre, faulty suspension mounts, etc. There doesn't appear to be any dispute about that, the evidence is clear.

However just because there is a fault soon after supply that doesn't automatically mean that it was present at the point of sale and it also made the car of unsatisfactory quality. As mentioned above, I must take into account a number of factors.

I note Mr M says he experienced faults almost immediately upon acquiring the car however I have insufficient evidence about this so it's difficult for me to comment on this. However what I can see is by September 2022 (which is around four to five months after supply), the first set of faults were identified (oil leak, worn tyre, etc). I note at that point, Mr M had travelled around 3,000 miles since supply which I consider to be significant amount.

I've also considered the findings of the inspection report that was commissioned in June 2023. By that time, the car had been in Mr M's possession for around a year and it had travelled in excess of 8,000 miles. The report comments the number of repairs is unacceptable given how long Mr M has had the car and the faults would've been present to some degree at supply. Given the age and mileage of the car I agree it's more likely than not faults were present or developing at supply due to previous wear and tear. Components of a car are not expected to last forever and in this case it's reasonable to expect some parts may have reached the end of its natural lifespan given the car's age, mileage and Mr M's use of the car. Taking everything into consideration, I don't find the faults made the car of unsatisfactory quality at supply.

I'm sorry to hear there have been a number of faults which has required immediate repair. I don't doubt the cost of these repairs has put a strain on Mr M's finances so I sympathise with the situation he now finds himself in. But it's not wholly unreasonable to expect these repairs may have to be carried out on a six year old car, priced as it was which had covered over 90,000 miles.

Other

Mr M has also complained there was a mileage discrepancy when the car was supplied to him. The MOT records show the mileage was 90,221 in December 2021 and by the time he bought the car, the agreement says it had travelled 90,250 miles. I don't find there's sufficient evidence for me to say there was a mileage discrepancy or one that would make a material difference in this case. For similar reasons, I also can't say the car was advertised with twelve months MOT.

Summary

Taking everything into account, I'm satisfied the car was of satisfactory quality at supply and the faults identified are due to wear and tear. There is insufficient evidence Mr M was told incorrect information about the car. Therefore Zopa doesn't need to do anything further to resolve this complaint.

My final decision

For the reasons set out above, I've decided not to uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 18 March 2024.

Simona Reese
Ombudsman