

The complaint

Mr L and Mrs S complain that a car they had via a hire purchase agreement with Go Car Credit Limited wasn't of satisfactory quality.

What happened

In April 2023 Mr L and Mrs S entered into a four-year hire purchase agreement for a used car. The car was around eight years old and had a mileage of 73,397.

Mr L says that the car has broken down a number of times and that this first happened only a short time after they took it from the dealer. He also says he doesn't think the car was properly serviced in the past because he wasn't given a full-service history. He has sent in various documentary evidence which he says shows the car wasn't of satisfactory quality from the point he acquired it.

Due to the expense of carrying out repairs, Mr L and Mrs S later decided to voluntarily terminate the agreement and in March 2024 the car was handed back.

Looking at the evidence that's been provided, it appears that the car first broke-down in April 2023 and Mr L called out a roadside assistance to help him. He was provided with a report which set out that the roadside assistance had found various fault codes when they carried out diagnostics and that there was an engine oil leak. However, it isn't clear what repairs were undertaken.

Mr L continued to drive the car, and in June 2023, he had to pay £218 replacing two of the tyres. The mileage was recorded at that time as 79,665.

The next issue with the car appears to have arisen in November 2023 when Mr L had to call out the roadside assistance again as the car. The car's mileage at this point was recorded as being 91,246. The car had suffered a loss of power and was found to have cylinder coil damage. Mr L told the roadside assistance that he would speak with the supplying dealer about any necessary repairs.

In or around December 2023 Mr L complained to Go Car about the coolant leak. He told Go Car that this had been repaired at a cost of £40. As a gesture of goodwill, Go Car paid Mr L £30 towards these repairs.

Mr L has also provided evidence that at some point the car had required a new battery though the date for that isn't on the paperwork. He has provided health checks he had carried out on the car in February 2024 when faults with the fuel tank cap were found together with an oil and coolant leak. £250 was quoted to carry out repairs. Issues with the car's tyres, brakes, wheel alignment and bulbs were also noted.

Mr L has provided the MOT for the car that was carried out in February 2024. The car failed because of the condition of its tyres and had advisories for an oil and coolant leak as well as a bulb issue. Mr L says he had to pay around £180 for the car to pass its MOT.

Mr L complained to Go Car for a second time in February 2024 and said he wanted the car's repairs paid for. Go Car said that the car's mileage was now 94,016 and that Mr L and Mrs S had had the car for around 11 months. It said that due to the length of time Mr L and Mrs S had been using the car, it would need to see proof that the faults with car had been either developing or present at the time the car had been supplied to them.

Mr L then called Go Car and said that a garage had quoted repair costs of £250 for the faults but had told him it couldn't give him proof these faults had been developing at the point of supply of the car to him.

He phoned again a few days later and said the car had now developed a fault with its clutch. Go Car said that the clutch was a part that, if it developed a fault, would be considered as wear and tear. It said it would need evidence about all of the faults. However, about one week later, Mr L contacted Go Car and said he wanted to voluntarily terminate the agreement and hand the car back. This was agreed.

Go Car sent Mr L its final response letter to his complaint. It said it wouldn't be able to uphold Mr L's complaint as it didn't have sufficient evidence to say the car hadn't been of satisfactory quality at its point of supply to him and Mrs S.

The agreement was then voluntarily terminated, and the car collected. There is a remaining balance on the account which Mr L says is unfair for him to pay.

Mr L and Mrs S complained to this service. Mr L said the car broke down a lot and he wasn't confident driving it. He also said that as the car had become undrivable he hadn't been able to get it inspected for further evidence to be provided about its faults. He said Go Car didn't help with him with this and that was unfair.

Our investigator didn't recommend that Mr L's and Mrs S's complaint should be upheld. She said that although she agreed the car had faults there wasn't enough evidence to show these had been present or developing when Mr L and Mrs S had acquired it. She also said that at the car's age, issues with wear and tear are likely to arise and things like tyres, brakes and clutch are all components which would be expected to need maintenance and repair over time.

Our investigator also said that she didn't think Go Car had acted unfairly when it hadn't helped Mr L have the car investigated about the faults it had developed. She said as Mr L and Mrs S had had the car for over six months then it would be for them to show that the faults had been either developing or present from April 2023.

Mr L and Mrs S disagreed with our investigator's view. They said the car had regularly broken down and they had had to spend around £900 having it fixed. Mr L said that the car had been inspected by the car's manufacturer approved garage but Go Car wouldn't accept that. He also said that the car hadn't been regularly serviced before he'd acquired it and so it hadn't been properly taken care of.

Mr L and Mrs S also raised issues about the cost of the car, its depreciation in value and the amount of interest charged on the agreement.

The complaint has been passed to me to consider.

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.

As the hire purchase agreement entered into by Mr L and Mrs S was a regulated consumer credit agreement, then this service is able to consider complaints relating to it. Go Car is also the supplier of the car under this type of agreement and is therefore responsible for a complaint about its quality.

Under the Consumer Rights Act 2015 there is an implied term that when goods are supplied the quality of the goods is satisfactory. The relevant law says that the quality of the goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, price and all other relevant circumstances.

The relevant law also says that the quality of the goods includes their general state and condition, and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of the quality of the goods.

Here the car had been around eight years old and had a mileage of 73,377 when acquired by Mr L and Mrs S. This would mean some wear and tear would have been suffered by its various components and repair and maintenance issues would be expected to arise after a reasonable period of time.

I've seen that Mr L says that after only a few days of taking the car it broke-down and he had to call out roadside assistance. He has also provided the report that roadside assistance prepared at the time. I agree that this report shows the car was faulty, but I don't know what repairs were then carried out although I've seen that Mr L and Mrs S were able to use the car afterwards.

Where evidence is missing or contradictory then I have to decide what I think is the most likely thing to have happened. Here, the car appears to have been repaired as Mr L and Mrs S continued to use it and as I don't have any evidence that these repairs failed, then I think it's more likely than not that the issues with the car were put right. This means that as the car was fixed, Mr L and Mrs S can't now ask to hand it back over those faults.

I've seen the next issue concerned the car's tyres in June/July 2023. Mr L and Mrs S had driven around 6,000 miles in the car at this point. Tyres are items that are "serviceable" which means that they are subject to wear and tear and will need replacing over time. It's expected that in a car's lifetime it will need to have its tyres replaced. And looking at the MOT carried out on the car in February 2023, I can see the car passed with no advisories, so I can't reasonably say there was an issue with the tyres when the car was sold to Mr L and Mrs S.

Also looking at the number of miles Mr L and Mrs S had driven before replacing the tyres then I think it's likely that any issue with them was because of wear and tear. So, I don't think the faults with the tyres meant the car hadn't been of satisfactory quality at the time it was acquired by Mr L and Mrs S.

I appreciate there was an issue with the battery though I don't know when this occurred, but again batteries will need to be changed during the lifetime of a car. I don't have enough evidence to say this was a developing fault at the time the car was sold to Mr L and Mrs S. I think it's likely this was due to the age and use of the car so that doesn't mean the car wasn't of satisfactory quality at the time it was sold to Mr L and Mrs S.

The next problem with the car was in November 2023 when Mr L had to call out roadside

assistance again. The report he was given from that company sets out that he declined repairs and said he would raise it with the supplying dealer. By this time Mr L and Mrs S had driven around 17,840 miles in the car which I think is fair to say as having had quite a lot of use it. I think that it was at this time that the supplying dealer repaired the car's alternator though there remained a coolant leak which led to Mr L complaining to Go Car. Mr L then arranged a local garage to undertake a repair for £40 and Go Car, as a gesture of goodwill, contributed £30 to that cost. Again, I haven't seen enough evidence for me to say that these issues were either present or developing at the time Mr L and Mrs S acquired the car. They had had the car for around 10 months and driven over 17,500 miles in it. I think it's more likely than not that these issues arose from wear and tear.

When looking at wear and tear issues it's important to also consider whether something is as durable as would be reasonably expected. That is has it lasted as long as would be reasonably hoped. As I have set out above, car components wear out over time and need maintenance and repair. The older a car gets and the more it is driven, then the more likely repair costs will arise. Here, I think that although the car has required repairs with its tyres and alternator and also for a coolant leak it has still been reasonable durable. So, I don't think the fact that repairs have arisen in the first year that Mr L and Mrs S have had the car means it wasn't of satisfactory quality.

Mr L complained to Go Car in February 2024, this is after the car failed its MOT and a health check was done on it. The car was found to have faults with an oil and coolant leak, fuel cap seal crack, brake pad wearing thin and bulb issue. Mr L paid for the necessary repairs for the car to pass its MOT but later a fault with the clutch occurred. I presume it was the clutch that caused the car to become undriveable.

I appreciate that Mr L feels let down by Go Car because it asked for evidence in the form of the car being inspected and report written about the faults and didn't assist him with this. But because of the length of time he had the car then the onus is on Mr L and Mrs S to provide the evidence. I can't reasonably say that Go Car acted unfairly in making this request.

I also can't say that the issues with the car in February 2024 weren't again due to wear and tear from Mr L's and Mrs S's use of the car. By February, the car's mileage was recorded at 94,016 so the car had been driven around an additional 20,500 miles since it had been sold to Mr L and Mrs S. I don't think I can reasonably say that these faults had been present or developing at the car's point of supply to them nor that they show the car hadn't been reasonably durable when looking at how long they had the car and its overall mileage.

I appreciate Mr L and Mrs S are concerned over the service history for the car as the papers they have appear to show that this was incomplete. But I don't know if the car was advertised as having a full-service history, so I can't fairly say that it misdescribed. I also can't say that even if services were missed that this means the car wasn't of satisfactory quality. The MOT's were carried out annually and the MOT conducted shortly before the car was sold to Mr L and Mrs S had been a pass with no advisories.

I'm sorry that my decision will be of disappointment to Mr L and Mrs S, but I can't reasonably say that there is enough evidence to say the car wasn't of satisfactory quality when they acquired it. I think the faults that have occurred since June/July 2023 are more likely to be due to wear and tear and so Go Car isn't responsible for the repair costs nor is Mr L and Mrs S entitled to reject the car because of its condition.

I've seen Mr L and Mrs S have concerns about the cost of the car, the amount it depreciated in value and the interest that was applied to the credit agreement. I can't look at these things because Mr L and Mrs S must raise them first with Go Car to give it an opportunity to respond.

For the reasons set out above, I'm not upholding Mr L and Mrs S's complaint.

My final decision

For the reasons set out above, I'm not upholding Mr L's and Mrs S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L and Mrs S to accept or reject my decision before 5 February 2025.

Jocelyn Griffith
Ombudsman