

## **The complaint**

Mr T complains that a vehicle he financed through a personal contract purchase (PCP) with ALD Automotive ("ALD") wasn't of satisfactory quality.

## **What happened**

Mr T purchased a car through a four-year PCP agreement with ALD on 13 August 2019. He completed an MOT on the vehicle on 14 June 2023 which it failed because the rear fog light was on the wrong side of the car.

Mr T said he had never completed a repair to the vehicle, so the car must have been built incorrectly. He said that both the MOT centre and the dealership from where he purchased the vehicle said this must be the case.

ALD said that the dealership had advised that the vehicle was not supplied with the wrong fog light position. It advised that the manufacturer would be best placed to confirm whether the vehicle was supplied in that condition.

Despite this, as a gesture of good will, ALD agreed to pay for the replacement of the fog light and the cost of the MOT.

Mr T submitted that ALD should also compensate him for the 51 days during which his vehicle was unusable. He asked that ALD refund him the amount he paid for this period on his PCP agreement. ALD declined to do this.

Not satisfied with ALD's response, Mr T brought his complaint to this service. Our investigator looked at Mr T's complaint and agreed that ALD did need to compensate Mr T<sup>1</sup>. ALD disagreed with this view and so the complaint was passed to me to make a final decision.

When I reviewed Mr T's complaint, I concluded differently. I did not think Mr T's complaint should be upheld. I wrote to both parties with my provisional findings and invited further comment from both. ALD did not respond. Mr T did respond. He reiterated that he categorically knew the car was supplied to him in faulty condition but conceded he was unable to prove it.

Mr T said that he was happy for me to give the final decision to conclude this matter. For completeness, I issue this final decision as confirmation.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and

---

<sup>1</sup> Please note, my provisional decision incorrectly stated that our investigator said ALD did *not* need to compensate Mr T.

reasonable in the circumstances of this complaint.

I've taken into account regulations, the law and what is considered good practice in such circumstances. Having done so, I don't think Mr T's complaint should be upheld. I'll explain why.

As the financial agreement entered into by Mr T is a regulated consumer credit agreement this service is able to consider complaints relating to it. ALD is responsible for complaints about the quality of the vehicle.

Under the Consumer Rights Act 2015 ("CRA") there is an implied term that when goods are supplied the quality of goods must be satisfactory. The relevant law says 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 CRA also says that, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless ALD can show otherwise. But if the fault is identified after the first six months, as is the case here with the fog light, then it's for Mr T to show the fault was present or developing when he first acquired the car.

In this particular case, both parties agree that the fog light was incorrect. But Mr T hasn't been able to show that the fog light was like that at the point of sale. It doesn't seem that he has contacted the manufacturer directly to seek its opinion and I note that the vehicle passed its first MOT completed on 11 July 2022. So, on the balance of probabilities, I don't think Mr T has been able to prove the fog light was incorrect at the point of sale.

ALD has paid for the repair as a gesture of goodwill, without accepting responsibility. I think this was a reasonable approach to take. So, in the absence of evidence the fault was present at the time of sale, I do not consider ALD must do anything further.

### **My final decision**

I do not uphold Mr T's complaint and so it follows that I do not direct ALD Automotive Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 2 July 2024.

Sally Allbeury  
**Ombudsman**