

## **The complaint**

Ms F complains about a car she acquired through a Hire Purchase agreement with Zopa Bank Limited ("Zopa"). Ms F has had problems with the car and says these defects would've been present when the car was sold.

## **What happened**

Ms F acquired the vehicle in August 2023. When it was sold, it was very nearly four years old, had covered 43,600 miles and cost £18,300. During a windscreen replacement in March 2024, the operative pointed out some damage to the windscreen wiper bar – and they said the damage could only have come about from a large impact.

Ms F complained to Zopa and obtained a report which outlined some issues with the car. This included:

- some external corrosion to the exhaust, which may be a problem in future
- uneven tyre wear, possibly indicating misaligned steering
- misaligned wipers
- abnormal rattle or knocking noise from the front of the car
- defects from previous paintwork
- other paintwork and internal wear that was in line with the car's age and mileage
- being unable to identify wiper bar damage, as the part in question was inaccessible

Zopa said that while the car may have had some issues, the report didn't conclude the issues would've been present at point of sale – and so it wasn't responsible for them. It said an HPI check prior to sale didn't report any insurance repairs either. But if an independent report indicated the problems were there at the point of sale, it would consider this further.

As Zopa rejected Ms F's complaint, she referred it to our service. Ms F obtained a further report, which confirmed some of the same issues. But the investigator that considered the complaint thought the complaint shouldn't be upheld. They said while there was evidence of issues with the car, it wasn't clear these issues were present at the point of sale or indicative of the car not being of satisfactory quality.

Ms F disagreed. She said the service history showed lots of repair work on the car prior to her acquiring it and this work could be linked to the issue she's now complaining of.

She asked for the case to be reviewed by an ombudsman and so it has been passed to me to issue a final 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'm required to take into account the relevant laws and regulations; regulators rules, guidance, and standards; codes of practice and, when appropriate, what I consider to have

been good industry practice at the relevant time. I may not comment on every point that's been raised, but I have read and considered everything that's been said. Instead I will focus on what I think are the key points to reach a fair and reasonable decision. This reflects the nature of our service which was set up to be an informal alternative to the courts.

Where information or evidence is missing or contradictory, I'll make my decision based on the balance of probabilities – that means what I consider to have more likely than not happened – given the available information.

I will lay out what I consider to be the key facts and the considerations I've taken into account when reaching my decision.

Ms F acquired the car through a Hire Purchase agreement with Zopa. Under this type of arrangement, Zopa became the supplier of the car and is responsible for any issues with the quality of goods provided. The key legislation for me to consider in complaints of this nature is the Consumer Rights Act 2015 ('CRA'). This outlines, among other things, that goods should be of satisfactory quality at the time they're supplied.

Satisfactory quality is described as the standard a reasonable person would expect taking into account, among other things, the description, age and price of the goods. The quality of the goods includes their state and condition - and where appropriate their fitness for purpose, appearance, freedom from minor defects, safety and durability.

Ms F acquired the car in August 2023 and it cost £18,300. At this point the car was three years and 11 months old and had travelled 43,600 miles. It's reasonable to expect this level of age and use would mean the car may well have signs of wear and tear that would not be expected on a new, or near-new, car. This is with respect to both mechanical and cosmetic features. This previous use will have been reflected in the price for the vehicle which would've been substantially lower than the original cost of the vehicle when brand new. So this level of wear and tear, and previous use, must be taken into account as part of the overall consideration of satisfactory quality.

The issue that brought about this complaint came to light during the windscreen replacement in March 2024, roughly seven months after Ms F acquired the car. The operative carrying out the replacement said this would've been the result of significant impact damage. I haven't seen any supporting documentary evidence from this initial assessment.

When Ms F arranged an inspection in April 2024, the car had covered 2,695 miles since supply. This subsequent report said the fault couldn't be assessed because the part in question wasn't accessible. However it did highlight some other issues. This report wasn't all that specific around whether the issues were likely present at the point of sale.

The subsequent report obtained by Ms F later on focuses on some of the issues highlighted in the initial report.

In relation to the wiper damage, it said the wipers were still usable, but the broken wiper linkage reduced the pressure on the windscreen and the blade to hit the A-post when in use. It said it couldn't confirm the cause of this damage.

The report outlined no evidence of previous repairs or existing damage could be found to the front chassis legs and inner wings, nor any evidence of damage to the inner structure of the vehicle from an earlier impact.

It said the MOT carried out just prior to sale lists no advisories and the wipers were therefore likely secure and functional at the time of that test.

The inspector said it was more likely the damage was caused by someone applying force directly on the part in question, either accidentally or maliciously, than it being the result of a road collision.

In relation to the steering alignment, they concluded there was no steering bias present and the steering wheel alignment was correct. The wear on the tyres was consistent with general wear and tear and there was no evidence of any major problem with the steering geometry. Though they recommended a further check could be carried out to confirm there are no issues.

They couldn't find any rattling or knocking noises when driving. But they found several panels had been replaced and poor paint finish was found on a number of panels.

They said the windscreen wiper linkage needed replacing, but indicated the damage may not have been present prior to the vehicle being supplied because the MOT had no related advisories and the pre-purchase inspection didn't note the issue either.

The inspector said Ms F had advised them she wasn't aware of any of these issues until the windscreen fitter and subsequent engineer's report highlighted them.

So the available evidence indicates the wiper bar was broken, but it was less likely from earlier impact damage. And the pre-sale MOT and pre-sale checks would likely have noted the issues if they were present at that time. There was also no evidence of impact damage elsewhere on the vehicle.

The later report puts weight on the fact the MOT and pre-sale check carried out did not highlight any of the issues complained of – and so it was unlikely these issues were present. Additionally Ms F didn't seem to notice any of these issues either in the roughly seven months since she acquired the car. So it's hard to conclude from this that these issues were present at the point of supply.

It's reasonable to assume Ms F had used the windscreen wipers many times since acquiring the car and there is nothing to suggest they were not working correctly, or clearing the windscreen as they were intended to do. Had they not been working correctly, it is reasonable to assume this would have been apparent reasonably quickly after Ms F acquired the car.

In these circumstances, where the issue first arose during a windscreen replacement seven months after supply, I think it's more likely than not that the issue with the windscreen wiper bar wasn't present at the point of sale. The reports that have been provided have either not been able to diagnose the issue, or have specifically stated the issue would not likely have been there at the point of sale. They said it would more likely be attributed to either malicious damage, removal of the wiper arm with excessive force, or during the windscreen replacement itself.

I've noted what Ms F has said about the service history of the car, which evidences a number of repairs having been carried out on the car historically. At roughly 29,000 miles and 36,000 miles the wiper blades were replaced, but none of the work outlined in the service history indicates any pre-existing issues with the wiper bar or any work that would more likely than not have caused the damage to the wiper bar that's now being complained of. Indeed the most recent entry in the service history doesn't mention any issue with the windscreen wipers, indicating they were in working order – which tallies with the pre-sale MOT and pre-sale checks.

None of the evidence presented is conclusive about the damage being present or developing at the point of sale. It seems Ms F's use and enjoyment of the vehicle hasn't been impaired and these issues only came to light seven months after the car was acquired when pointed out by a third party. But the available evidence indicates the issues with the vehicle are consistent with its age and use – and the damage to the wiper bar specifically was not likely there at the point of sale.

### **My final decision**

I appreciate Ms F will be disappointed by the decision I've reached. However, I don't consider there's enough evidence to conclude the issues complained of were present at the point of sale – and therefore they're not the responsibility of Zopa to repair them.

My final decision is that I do not uphold Ms F's complaint against Zopa Bank Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms F to accept or reject my decision before 26 November 2024.

Scott Walker  
**Ombudsman**