

## The complaint

Mrs B complains that Go Car Credit Limited ("GCC") supplied her with a car which wasn't of satisfactory quality.

## What happened

In August 2022, Mrs B acquired a used car financed by a hire purchase agreement from GCC. The cash price of the car was £9,830. The car was around 8 years old and had travelled around 97,000 miles. The agreement stated that Mrs B paid a deposit of £1,679, and the remainder was financed by the hire purchase agreement. She was required to pay 48 monthly repayments of around £310.

Mrs B says that around seven weeks after acquiring the car she contacted the dealership as she was having issues starting the car, but she says the dealership told her this was normal for the type of car she had. Mrs B complained to GCC in December 2022. She said the car had the engine management light on and it was struggling to start. She later told GCC that the alloy wheels were also peeling and the bonnet catch was broken.

The dealership said it wouldn't look to cover the cost of repairing the alloys or bonnet catch as it said these issues were down to normal wear and tear. An inspection took place which found that the engine management light and starting issues were to do with the back pressure sensor and glow plugs which needed replacing. The dealership then arranged for an independent third party to inspect the car to determine the root cause of these faults.

The independent inspection concluded that all of the issues with the car (including the alloys and bonnet catch) had not likely been present or developing at the time Mrs B acquired the car. It said that given the age and mileage of the car, and how many miles Mrs B had driven (almost 10,000 miles at the time of the inspection) it said it was more likely these issues had developed through normal and expected wear and tear while in Mrs B's use.

Due to the findings of the independent inspection, the dealership didn't agree to cover any of the repair costs. However, I understand it agreed to see if the warranty provider would cover some or all of those repairs and arranged for the car to be inspected by a manufacturer approved garage. Several appointments were arranged for Mrs B to take the car to this manufacturer approved garage, but I understand that they did not go ahead as each time Mrs B could not be provided with a courtesy car and she did not wish to go ahead without one.

GCC sent Mrs B its final response letter in June 2023 setting out that it did not uphold her complaint. It said that the independent inspection had confirmed that the current issues with the car were not GCC's responsibility to put right.

I sent Mrs B and GCC my provisional decision on 16 October 2024. I explained why I didn't think the complaint should be upheld. I said:

*Mrs B acquired the car under a hire purchase agreement. Our service is able to consider complaints relating to these sorts of regulated consumer credit agreements.*

*The Consumer Rights Act 2015 ("CRA") covers agreements like the one Mrs B entered into and implies terms into the agreement that the goods that are supplied should be of satisfactory quality. GCC is the "trader" for the purposes of the CRA and is responsible for dealing with a complaint about the quality of the car that was supplied.*

*The CRA says that the quality of the goods is satisfactory if they meet the standard a reasonable person would consider satisfactory – taking into account the description of the goods, the price and all other relevant circumstances. For this case, I think the other relevant circumstances include the age and mileage of the car at the point of supply.*

*In this case, the car supplied was used, around 8 years old and had covered around 97,000 miles when Mrs B took possession of it. It had a cash price of £9,830. What would be considered satisfactory would therefore be considerably different to if Mrs B had acquired the same car brand new and at a greater cost.*

*There is no dispute that the car has a number of faults. The engine management light is illuminated which relates to issues with the glow plugs and the back pressure sensor. All four alloy wheels are also peeling and the bonnet catch is broken. The issue left for me to determine is whether these faults made the car of unsatisfactory quality when it was supplied to Mrs B.*

*Just because something has gone wrong with the car it doesn't automatically make it of unsatisfactory quality. Cars will require maintenance over time and components will not last forever and will require replacing from time to time. The older a car gets, the greater the likelihood that certain parts are reaching the end of their in-service lifespan and require replacing.*

*A third party independent assessor has inspected the car and the faults that were present. The inspection took place in March 2023, around three months after Mrs B first reported issues to GCC. The inspection noted that the current mileage of the car at the time of the inspection was around 107,000 miles. Mrs B had covered around 6,500 miles at the point at which she raised her concerns with GCC and between then and the inspection she had travelled around a further 3,500 miles.*

*The inspection concluded that in relation to the issues with the car, these "were not developing at sale and are not the selling agent's responsibility." I've not seen anything to demonstrate that the glow plugs or back pressure sensor were not reasonably durable or that it was unexpected or unusual for those components to require replacement on a car of this age and mileage. So, I've seen no reason to question the conclusions reached by the independent inspection. I'm therefore satisfied that these two issues do not make the car of unsatisfactory quality.*

*In relation to the alloy wheels, I note Mrs B says that they had been refurbished by the dealership prior to her taking possession of the car and that this refurbishment can't have been done to a satisfactory standard. However, the inspection noted that "there was no evidence of any unsuccessful repairs." It's not clear whether this was intended to cover the issue of the alloy wheel refurbishment or not, but the inspection does state it was aware that a refurbishment had been carried out previously.*

*In any event, I've not seen anything to persuade me that the alloy wheels are peeling as a result of poor workmanship carried out prior to Mrs B taking possession of the car. Mrs B has provided photos of two of the tyres that she says needed to be replaced. These show that the tyres had large tears in them. Mrs B says the*

*dealership supplied her with faulty tyres, but I've not seen anything persuasive to demonstrate that was the case, especially as she managed to cover not insignificant mileage in them without issue.*

*However, the images of the tyres do demonstrate substantial scuff marks along the edges near where the alloys would have been (the alloys are not present in the photos). This suggests to me that the tyres and alloys had suffered several scratches which could have compromised the alloys and made them more susceptible to peeling. Overall, I'm not persuaded that the condition of the alloys now is more likely than not to have been as a result of them not being of satisfactory quality at the point of supply to Mrs B.*

*Lastly, it is not clear when the bonnet catch failed and what the cause of this was. It appears Mrs B didn't report this as an issue initially and GCC says she only highlighted it in January 2023. There was also a suggestion at one point that the dealership was prepared to pay for the repair to the bonnet catch but this may have been via the warranty company, it isn't particularly clear. However, I haven't seen anything to show that the dealership has accepted the bonnet catch was broken at the point of supply. Further, I've not seen anything to show that this was highlighted as an issue until January 2023, some five months after Mrs B took possession of the car.*

*I'm mindful that the bonnet catch is something that could break at any time and given all of the circumstances here I've not seen anything to persuade me it was likely broken prior to Mrs B taking possession of the car. Further, given the age and mileage of the car, I don't consider this to be something that is unexpected or causes it to not be sufficiently durable. For this reason, I don't think this made the car of unsatisfactory quality either.*

*Overall, I'm persuaded that the car was of satisfactory quality when it was supplied to Mrs B and therefore GCC don't need to do anything to put things right. I realise this will be very disappointing for Mrs B as she has paid for a car that requires repairs so soon after she acquired it. However, I've not seen anything to persuade me that it would be fair and reasonable to hold GCC responsible for covering the costs of those repairs.*

GCC didn't respond to my provisional decision. Mrs B did respond and didn't accept it. In summary, she said that the car began experiencing faults within seven weeks of her taking possession of it but an inspection wasn't completed until around nine months later. She said a manufacturer approved garage had confirmed the car was faulty and an independent tyre fitter confirmed that the alloys had not been refurbished. She said that she was within her rights to reject the car when she first raised her concerns, but her request had been ignored.

### **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 reached the same outcome I reached in my provisional decision and for the same reasons. However, I'll address the additional points Mrs B has raised.

Even if I accept that all the faults currently present on the car materialised seven weeks after Mrs B took possession of the car (which doesn't appear to be the case), this does not automatically make the car of unsatisfactory quality, nor does it automatically entitle her to reject the car. This was a used car that had travelled not insignificant mileage prior to Mrs B

taking possession of it and therefore some level of wear and tear ought to be expected. Further, it is more likely that certain components will require replacement sooner.

I've not been presented with anything to persuade me that the components that now require repair have failed unexpectedly or prematurely given the age, mileage and overall condition of the car. Nor have I seen anything to demonstrate that they required repairing or the faults were already developing prior to her taking possession of the car.

In relation to the alloys, while Mrs B says that a tyre fitter has told her no refurbishment was done, she hasn't provided anything from that tyre fitter to confirm this. Further, her comments concerning the valve on the tyres being faulty doesn't correspond with the location of the damage on the tyres. The damage is along the tyre tread which is not where the valve is located. So, I've not found what she's said about this damage to be persuasive or plausible.

While I acknowledge it will be very disappointing and frustrating for Mrs B that the car she acquired required some repairs relatively soon after taking possession of it, I've not seen anything to persuade me that the issues with the car made it of unsatisfactory quality. I therefore don't think GCC needs to do anything to put things right.

### **My final decision**

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 6 December 2024.

Tero Hiltunen  
**Ombudsman**