

The complaint

Mr R complains that the car he acquired through Go Car Credit Limited ("GCC") wasn't of satisfactory quality. He says that the car isn't driveable and GCC have not provided a resolution to get the car repaired.

What happened

Mr R entered into a hire purchase agreement with GCC when he acquired a car in January 2023. The car had a cash price of just over £8,000, and the agreement was set up to run for 48 months, with payments of £341.52. If the credit agreement ran to term, the total amount repayable would be £16,402.96. The car was around eight-year-old and had been driven more than 71,000 miles at the point of supply.

Mr R told us:

- The airbag warning light illuminated on the day he collected the car, and although he reported it at the time, nothing was done because he'd not received the warranty paperwork;
- the warning light was intermittent, but he did have a number of conversations with GCC, but nothing was ever done about it;
- after around nine months, he arranged an MOT, but the car failed due to the airbag warning light;
- he's certain there was a manufacturer's recall for the car because of airbag issues, but GCC told him that wasn't the case;
- the car went into limp mode on the motorway, and he had to be recovered, and he's now lost all confidence in the car, and it's caused him stress and worry;
- he's spent a very significant amount of money on this car and some of the faults are related to the airbag warning light, but he accepts that some of them are wear and tear related;
- he's stopped making his monthly payments but was threatened with repossession.

GCC rejected this complaint. It said Mr R had first raised a complaint in October 2023 about the airbag warning light and manufacturer's recall. It said it had investigated the matter and not upheld this complaint because it had seen no evidence that any fault was present or developing at the point of supply. And it said it issued its response in December 2023.

GCC told this Service that the manufacturer confirmed the recall for an airbag issue had been an error – it wasn't applicable to Mr R's car. And it said it had advised him of this at the time.

Our Investigator looked at this complaint and said she didn't think the complaint about the airbag was something we could look into. She explained that the complaint about the airbag wasn't referred to our Service within six months of GCC's final response. And she'd seen no evidence to suggest there were exceptional circumstances why the complaint wasn't referred in time.

Our Investigator did say that she could look at the other complaint point raised by Mr R – the car going into limp mode and requiring recovery, and the resultant repairs; turbo and vacuum pump were replaced; the ABS sensor was repaired; and the oil, filters, and battery were replaced. But that having looked at the available evidence, she didn't think a complaint about these things could be upheld.

Our Investigator explained that the MOT records for the car showed that by December 2024, the car had been driven 126,802 miles – so Mr R had driven the car around 55,000 miles in less than two years. And the MOT records indicated that the failures and advisories were simply maintenance issues. There was nothing to suggest that any of these issues were present or developing at the time Mr R acquired the car.

Mr R disagrees, so the complaint comes to me to decide. He says he's not happy with what our Investigator said, he never received a letter from GCC in December 2023, and he wants his complaint looking at again.

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 taken everything into consideration, I've reached the same conclusions as our Investigator, and I'll explain why.

Complaint about the airbag and the airbag warning light

Mr R remains unhappy with the car that was provided by GCC. He says the issues he had with the airbag and its warning light first started on the day he acquired the car.

Mr R first raised this with GCC in October 2023, nine months after acquiring the car in January 2023, and GCC issued its *Final Response Letter* on this matter on 19 December 2023.

I can't look at *all* the complaints referred to me. The rules applying to this Service say that – where a business doesn't agree – I can't look into a complaint if it's been referred to us more than six months after the business sends the consumer its final response letter, telling them they can refer their complaint to us. This is Dispute Resolution rule 2.8.2R(1) – and it can be found online in the Financial Conduct Authority's handbook of rules and guidance.

I should explain that the term "*final response*" has been given a specific meaning in the DISP rules. A final response is a written response from the business which does the following:

*"1(a) accepts the complaint, and, where appropriate, offers redress; or
2(b) offers redress without accepting the complaint; or
3(c) rejects the complaint and gives reasons for doing so;*

and which informs the complainant that, if he remains dissatisfied with the firm's response, he may now refer his complaint to the Financial Ombudsman Service and must do so within six months".

GCC issued its final response on 19 December 2023, so Mr R had until 19 June 2024 to refer this matter to this Service. But he didn't do so until 21 August 2024, so I conclude this aspect of his complaint was referred to us out of time under the rules I have to apply.

I can look into complaints referred outside the usual time limits where I'm satisfied the failure to comply with the time limits was because of exceptional circumstances. This means circumstances which would have *prevented* Mr R from referring his complaint in time had he chosen to do so.

I've considered what Mr R has said about that, but I'm not persuaded there is enough evidence here for me to make a reasonable conclusion that he was *prevented* from referring his complaint to us earlier by telephone, email or letter. And although he says he did not receive the final response letter from GCC, I've seen evidence that it was sent, and it was addressed correctly. So, taking everything into consideration, I think Mr R could've referred his complaint to us quite quickly by telephone, email, letter or through social media.

I know this will be disappointing for him, but I don't think that exceptional circumstances apply here. I believe he could have referred his complaint to us by 19 June 2024.

It follows that I don't think we have any power to consider Mr R's complaint about any aspect of the airbag, its warning light, or the manufacturer's possible recall.

Other faults with the car

I hope that Mr R won't take it as a discourtesy that I've condensed this part of his complaint in the way that I have. Ours is an informal dispute resolution service, and I've concentrated on what I consider to be the crux of this complaint. Our rules allow me to do that. Mr R should note, however, that although I may not address each individual point that he's raised, I have given careful consideration to all of his submissions before arriving at my decision.

When looking at this complaint I need to have regard to the relevant laws and regulations, but I am not bound by them when I consider what is fair and reasonable.

As the hire purchase agreement entered into by Mr R is a regulated consumer credit agreement this Service is able to consider complaints relating to it. GCC is also the supplier of the goods under this type of agreement, and it is responsible for a complaint about their quality.

Under the Consumer Rights Act 2015 ("CRA") 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. So, what I need to consider in this case is whether the car *supplied* to Mr R was of satisfactory quality or not.

GCC supplied Mr R with a used car – it was eight years old and had been driven nearly 72,000 miles – so the price of the car was lower than it would've been if it had been supplied new. Because of this I think it's fair to say that a reasonable person would expect that parts of the car might've already suffered wear and tear. And there'd be a greater risk in the future that this car might need repairs and maintenance sooner than a car which wasn't as road-worn when supplied.

I understand the frustration and worry Mr R feels because of what he says is wrong with the car. But just because he has had problems with the car, and things have gone wrong, it doesn't necessary follow that the car supplied to Mr R wasn't of satisfactory quality.

GCC would only be responsible for putting things right if I'm satisfied that the issues Mr R complains about now were present or developing when the car was supplied – that is to say, the car wasn't of satisfactory quality when Mr R acquired it in January 2023. And I haven't seen anything, for example, an independent engineer's report, that shows me that any of the faults now complained of were present or developing when the car was supplied to Mr R, and that these issues are *not* commensurate with a car of this age and mileage.

So, in the absence of an independent engineer's report showing otherwise, then considering all the relevant circumstances, I can't hold GCC responsible for the problems Mr R now complains of.

I know Mr R will be disappointed with the outcome of his complaint, but I hope he understands why I've reached the conclusions that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 25 August 2025.

Andrew Macnamara
Ombudsman