

The complaint

Mr L complains that the car he acquired through Zopa Bank Limited (“ZBL”) wasn’t of satisfactory quality.

Mr L is represented in his complaint. For ease of reading, I shall refer to the submissions of both Mr L and his representative as having been made by Mr L.

What happened

Mr L entered a hire purchase agreement in October 2023 to acquire a used car. The cash price of the car was £7,150 and was to be repaid through the hire purchase agreement over the 48-month term. Mr L’s monthly rentals were £138.38, so if the agreement ran to its full term, the total repayable would be £8,642.30. At the time of acquisition, the car was more than seven years old and had been driven more nearly 65,000 miles.

Mr L told us:

- Less than a year after acquiring the car, the cam belt / timing belt snapped, resulting in complete engine failure;
- A well-known roadside recovery firm had been called and it confirmed that the cam belt / timing belt had snapped and would cost around £3,000 to repair;
- He contacted ZBL to make a complaint because he didn’t think the car supplied was of satisfactory quality, but ZBL wouldn’t help unless he obtained an engineer’s report, which he feels is unfair and unreasonable;
- ZBL offered to accept his surrender of the car, but he doesn’t think this is fair – giving the car back at this stage will mean he’s lost a lot of money.

ZBL rejected this complaint. It said there was simply no evidence that the problems were present or developing when it supplied the car. It noted that at the time Mr L made his complaint, he’d had the car for more than a year, and he’d provided no evidence that the car was not of satisfactory quality when supplied.

ZBL suggested that Mr L consider appointing a vehicle inspection company to look at the car and provide independent analysis and a report. And it provided him with contact details of organisations that would be able to assist in inspecting the car.

Our investigator looked at this complaint and said she didn’t think it should be upheld. She explained the relevance of the Consumer Rights Act 2015 (“CRA”) in the circumstances of this complaint and said that given the time Mr L had been in possession of the car, and the mileage he’d driven, she’d seen no evidence that any fault with the cam belt / timing belt was present or developing at the point of supply.

Our Investigator didn’t dispute that Mr L had experienced issues with the car, but said that in view of its age, it was more likely than not that the fault he’d reported was simply a result of normal wear and tear, and this was because the car had not been serviced in accordance with the manufacturer’s recommendations. Our Investigator also said she thought the

snapping of the cam belt / timing belt would've happened far sooner if there'd been a present or developing issue with it when the car was supplied by Zopa.

She concluded that without an independent report and diagnostics that set out evidence of the fault and its root cause, along with an opinion that it was present or developing at the point of supply, she could not uphold this complaint.

Mr L disagrees, so the complaint comes to me. He says that a cam belt / timing belt on this type of car should last 8-10 years and up to 100,000 miles – so his failed prematurely, and this makes the car to be not of satisfactory quality. Mr L also says that this manufacturer has a known issue with premature wet belt deterioration, and it's unreasonable that ZBL requires him to obtain an independent report to advance his claim.

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 agree with our investigator – I don't think this complaint should be upheld – and I'll explain why.

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 L is a regulated consumer credit agreement, this Service is able to consider complaints relating to it. ZBL is also the supplier of the goods under this type of agreement, and it is responsible for a complaint about their quality.

The Consumer Rights Act 2015 ("CRA") is relevant to this complaint. This says under a contract to supply goods, the supplier – ZBL in this case – has a responsibility to make sure the goods were of 'satisfactory quality'.

Satisfactory quality is what a reasonable person would expect – taking into account any relevant factors. 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. In this case, I would consider relevant factors to include, amongst others, the car's age, price, description and mileage.

So, what I need to consider in this case is whether the car *supplied* to Mr L was of satisfactory quality or not.

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. But if the fault is identified after the first six months, then it's for Mr L to *prove* that the fault was present when he first acquired it.

ZBL supplied Mr L with a used car – it was more than seven years old and had been driven more than 64,000 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 don't think there's any dispute that Mr L has experienced problems with the car - that has been well evidenced by both his testimony and the summary conclusions from the roadside recovery firm. But just because Mr L has had problems with the car, and things have gone wrong, it doesn't necessary follow that the car supplied to Mr L wasn't of satisfactory quality.

ZBL would only be responsible for putting things right if I'm satisfied that the issues Mr L 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 L acquired it in October 2023. But I simply haven't seen anything, for example, an independent engineer's report, that confirms the fault with the cam belt / timing belt; explains the cause of that fault; and concludes that the fault was present or developing when the car was supplied to Mr L; or that the problems he's had are *not* commensurate with a car of this age and mileage.

Now, it may well be that the car supplied to Mr L by ZBL was not of satisfactory quality, but we'll never be able to reach that conclusion without an independent report. And as Mr L acquired the car more than six months before the fault materialised, I have to tell him that he is responsible for instructing an independent engineer and arranging for the car to be inspected.

ZBL did explain to Mr L in its *final response letter* that in order to progress his complaint, he'd need to provide evidence that the problem with the car was present or developing at the point of purchase, and "*the fault renders the vehicle of unsatisfactory quality*". And it explained that "*As the vehicle was purchased on 18 October 2023, and the faults were reported after more than six months had elapsed since the agreement had started, this means that you need an engineering report that confirms what the faults were but also explains this fault would have been developing before 18 October 2023*".

And our Investigator confirmed that evidence was required to show that the fault complained of was present or developing at the point the car was supplied.

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

I've considered what Mr L told us about the expected lifespan of a timing belt; they should last up to 8-10 years and up to 100,000 miles, but I don't find this to be persuasive. It's a very generalised statement; some will last more, and some will last less. And the lifespan will be dependent on a number of factors including, but not limited to, driving style; maintenance and servicing history; quality of consumables such as oil; environmental conditions etc.

Now, it's still open to Mr L to consider instructing an independent engineer to look at the car. And in the event an independent engineer concluded that the fault with the cam belt / timing belt was likely present or developing at the point of supply, or alternatively, the engineer identified further faults that were likely *present or developing at the point of supply*, then Mr L could make a new complaint directly to ZBL. In these circumstances, many businesses would accept rejection of the vehicle and reimburse their customer for the cost of the independent inspection.

I know Mr L 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 L to accept or reject my decision before 6 January 2026.

Andrew Macnamara
Ombudsman