

## The complaint

Mr M complains that a car which he took on hire purchase from Zopa Bank Limited was not of satisfactory quality and that it has not done enough to rectify the situation.

## What happened

In July 2024 Mr M entered into a five-year hire purchase agreement with Zopa for a used car. The car's cash price was £11,695 and it was just under nine years old, with a recorded mileage of around 57,000 miles.

Within a few months, Mr M reported problems with the car. Specifically, he identified that the car had a faulty heat management module and that its turbo charger was noisy. The dealership repaired the heat management module, but there was a dispute about the turbo charger. Mr M said it needed a complete replacement, but the dealership was only prepared to repair the wastegate linkage, which it said would be an effective repair.

On 10 October 2024 an independent inspection was carried out. By this time, repairs had been carried out to the heat management module, but not to the turbo charger. The inspecting engineer concluded that the heat management module replacement had been completed to a satisfactory standard.

In respect of the turbo charger, the engineer noted that there was excessive movement in the wastegate linkage, causing excessive noise. Whilst this was not an uncommon fault in this make and model of car, the engineer concluded that it was something that would have been present or developing at the point of supply and that it meant the car had not been of satisfactory quality. The report noted that a repair of the wastegate linkage would often be a more economical repair than a complete replacement of a turbo charger.

The turbo charger has not been replaced, but the wastegate linkage was repaired in February 2025.

The dealership and Zuto say the repairs which have been carried out are sufficient to resolve Mr M's concerns about the car's condition at delivery. He says they are not. He says the turbo charger repair has not resolved the problem. He says too that he should be compensated for the time he has spent dealing with the matter (including lost earnings), and that he should be reimbursed for travelling costs. He has more recently raised further issues with the car, including worn brakes and issues with the car's timing chain.

Mr R referred the matter to this service, where one of our investigators considered what had happened. He did not however recommend that the complaint be upheld. He did not believe that Mr M had shown that the repairs were unsatisfactory or that the issues which he had raised more recently were present or developing at the point of sale. He invited Mr M to provide further evidence to support his case.

Mr M did not accept the investigator's assessment and asked that an ombudsman review the case.

## **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.

Where I have had to decide questions of fact, I have done so on the basis of what I think is more likely to have happened.

There is no dispute that the car was not of satisfactory quality when it was supplied to Mr M. There were problems with the heat management module and the turbo charger. There is no dispute either that the first of these has been resolved.

There is however a dispute about the turbo charger issue. Mr M says it should have been replaced. The dealership and Zuto say however that the more limited repairs which were carried out are sufficient to resolve the problem.

As the investigator noted, however, there is no independent evidence in support of Mr M's case that the repairs were not carried out to a proper standard or that they have failed. And the repairs which were undertaken were in line with the independent inspector's observation that a full replacement was not always necessary.

As far as the issues which Mr M has raised more recently are concerned, I note that they were not raised with Zuto until after it had been addressing the two matters I've mentioned above. They have not been fully investigated, and so I do not propose to make any further comment on them in this decision. If in due course Mr M wants to raise them as a formal complaint, therefore, it may be open to him to do so.

Finally, I note what Mr M has said about the time and money he has spent dealing with this issue. However, I can see that Zuto offered him the option of having repairs carried out locally and that he was offered a courtesy car. Having concluded that the repairs were carried out to a proper standard, I do not believe that I can fairly require Zuto to meet any further costs which Mr M may have incurred.

## **My final decision**

For these reasons, my final decision is that I do not uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 12 November 2025.

Mike Ingram  
**Ombudsman**