

The complaint

Mr B complains about a car supplied under a hire purchase agreement, provided by Go Car Credit Limited ('GCC').

What happened

Around July 2024 Mr B acquired a used car under a hire purchase agreement with GCC. The car is listed with a cash price of £14,220 on the agreement, was coming up to eight years old and Hippo said it had covered around 28,802 miles. Mr B paid no deposit.

Unfortunately, Mr B says the car developed issues. He said around March 2025 the car broke down and a garage told him the timing chain had failed. He also said there was a fault with the boot.

Mr B complained to GCC in March 2025.

GCC issued its final response in April 2025. This said, in summary, that a warranty company had agreed to repair the boot. GCC said it had asked Mr B to provide an independent report about the timing chain. It explained as it hadn't received this, it didn't have enough information to progress the complaint and so wasn't upholding it.

Mr B remained unhappy and referred the complaint to our service. He provided an invoice from a garage showing the timing chain was repaired at the end of April 2025.

Our investigator asked Mr B to provide a copy of the car's service history. He said the manufacturer was "satisfied with" the service history.

Our investigator issued a view and didn't uphold the complaint. They said, in summary, that they didn't think the issue with the timing chain meant the car wasn't of satisfactory quality when supplied.

Mr B disagreed. He said, in summary, that the invoice from the garage showed this was "wearing tearing".

Our investigator explained even if the chain failed due to wear and tear, he still wouldn't uphold the complaint due to the age of the car.

Mr B remained unhappy, so the case has been passed to me to decide.

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 think this complaint should not be upheld. I'll explain why.

It appears the issue with the boot has been resolved, so this decision only considers the timing chain.

When considering what's fair and reasonable, I take into account relevant law, guidance and regulations. The Consumer Rights Act 2015 ('CRA') is relevant to this complaint. This says, in summary, that under a contract to supply goods, the supplier – GCC here – needed to make sure the goods were of 'satisfactory quality'.

Satisfactory quality is what a reasonable person would expect, taking into account any relevant factors. I'm satisfied a court would consider relevant factors, amongst others, to include the car's age, price, mileage and description. The CRA also explains durability can be considered as part of satisfactory quality.

So, in this case I'll consider that the car was used, around eight years old and cost around £14,000. This means I think a reasonable person would not expect it to be in the same condition as a newer, less road worn model. The car did however have a low mileage for its age, so I think they would expect it to have been in good condition and would've expected to have trouble free motoring for at least a short time.

What I need to consider in this case is whether I think Mr B's car was of satisfactory quality or not. I think it's firstly worth explaining there is a lack of evidence in this case. For instance, I don't have an independent report or other details, and I don't have the car's service history.

I have seen a copy of an invoice from 30 April 2025 for £1,400. This says:

"carry out inspection on car due to chain rattle Remove injectors remove fuel rail remove rocker cover on removal found 1x chain guide to be broken and chain ring on metal guide holder screw. Remove chain tensioner ground chain tesnioner (sic) to be over extended and fallen apart on removal advised customer to replace full timing chain assembley (sic) supply and fit 1x full timing chain assembly 3x chains 4x guides 2x tensioners 1x hpfp sprocket 1x cam sprocket also replace engine oil filter and engine oil"

The invoice doesn't show a mileage, but GCC explained it thought this was around 40,175 at the point of failure.

So, from this I'm satisfied the timing chain failed on Mr B's car. But the above contains no information about *why* it failed or any other testimony, for instance commenting on the durability of the car.

If the mileage noted above is correct, the chain failed when Mr B had the car for around eight months, and it covered well over 10,000 miles since he acquired it. Thinking about this, I'm satisfied this means the fault was not present or developing when Mr B got the car.

I've gone on to consider durability. On one hand, I would say the timing chain failed at a reasonably low mileage. On the other, the car was approaching nine years old at the time. And I don't have any evidence of whether the car had been maintained in line with the manufacturer's recommendations. This is important, as my understanding is that oil changes can significantly impact the lifespan of a timing chain.

Based on the very limited information I have, I've not been provided with enough evidence to persuade me the timing chain failing meant the car wasn't durable.

It follows all of this that I find the car was likely of satisfactory quality when supplied.

Mr B has provided various photos of car parts. But without any commentary explaining what this shows, these do not change my opinion.

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 B to accept or reject my decision before 20 November 2025.

John Bower **Ombudsman**