

### **The complaint**

Mr R complains about the quality of a car supplied to him on finance by Go Car Credit Limited ('GCC').

### **What happened**

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimum formality.

In March 2023 Mr R acquired a second-hand car on hire purchase with GCC.

In March 2025 Mr R contacted GCC about problems he was having with the car going into limp mode. He produced a diagnostic from a garage showing that one of the cylinders was misfiring and that there was a suspected internal problem related to oil usage. Mr R also said he had been having ongoing electrical issues since GCC supplied him with the car.

GCC did not agree to cover the cost of any repairs. It acknowledged past repairs had been carried out on the vehicle but was unable to conclude the current issues were present or developing at the point of sale. It said if Mr R was able to produce an independent inspection report it would re-open the complaint and look into things further.

Mr R escalated the matter to this service. Our investigator did not uphold the complaint, so it was referred to me for a final decision.

### **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.

While I might not comment on everything (only what I consider key) this is not meant as a courtesy to either party – it reflects my role resolving disputes with minimum formality.

In considering what is fair and reasonable, I need to have regard to the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider having been good industry practice at the relevant time.

The agreement in this case is a regulated consumer credit agreement. As such, this service is able to consider complaints relating to it. GCC is also the supplier of the goods under this type of agreement, and responsible for a complaint about their quality.

The Consumer Rights Act 2015 is of particular relevance to this complaint. It says that under a contract to supply goods, there is an implied term that "the quality of the goods is satisfactory".

The Consumer Rights Act 2015 says the quality of goods are satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances. So it seems likely that in a case involving a car, the other relevant circumstances a court would take into

account might include things like the age and mileage at the time of sale and the vehicle's history.

The Consumer Rights Act 2015 ('CRA from now on') says 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 goods.

GCC supplied Mr R with a second-hand car that was around 5 years old and had done around 37,500 miles at the point of supply. The dealer priced it at around £14,000 which is notably less than what a new or newer model with less mileage would cost. It is fair to say that in these circumstances a reasonable person would consider that the car had already suffered notable wear and tear – and was likely to require more maintenance and potentially costly repairs sooner than you might see on a newer, less road worn model. However, the car was not exceptionally old or high mileage – so there would be a reasonable expectation of durability – particularly in the early stages of use.

In this case there now appears to be no dispute that at a fairly early stage the car experienced faults related to the engine management which caused warnings to illuminate on the dashboard and required a new control unit. It seems likely a reasonable person would not be expecting such issues at an early stage on a car like this – even second-hand. So *prima facie* the early problems related to the engine management would mean the car was of unsatisfactory quality at the time of supply.

I note Mr R had complained to GCC about the initial issues with the car in 2023. And it wrote to him to say he had not provided sufficient information to it about these for it to take things forward. But from what I can see from the records which GCC produced more recently there appeared to have been diagnosis and repair carried out on this issue by the dealer in the background. And on the face of things from December 2023 the issue appeared to have been resolved via repairs (noting that GCC's records seem credible and Mr R appeared to cease pursuing the matter until more recently).

With the CRA in mind, repair is a reasonable remedy to resolve these initial problems. And from what I can tell from correspondence records Mr R received some goodwill compensation from the dealer in light of these early issues. However, it is important to note that my decision here is not in respect of these issues or any compensation that might be due for them. Particularly noting Mr R had already complained to GCC about these early problems and received a complaint outcome about it which he didn't refer to this service at the time. However, these early issues are still useful context for the matter he brought to GCC more recently in April 2025. As Mr R appears to be claiming the more recent issues are directly related to, or a continuation of, the early problems he was having with the car.

I don't think there is persuasive evidence to show the current issues are directly related to or a continuation of the early problems with the car. I say this also noting the passage of time since those issues were apparently repaired (well over a year) and the mileage covered in the car by Mr R since (around 10,000 miles since the last repairs). If the early issues with the car had not been resolved, then it seems unlikely that Mr R would have been able to continue driving for such a period without reported issues.

Of course it is possible the current issues are linked to the early issues. However, there is not persuasive independent expert evidence to show this. And particularly noting the passage of time and total mileage covered in the car since supply I think that it isn't unfair of GCC to have required Mr R to obtain a report here. I know he has provided his own diagnostic from an independent garage – but it lacks detail and does not clearly show the new issues including the cylinder mis-fire are related to the earlier problems. And while Mr R

has provided further details about the electrical warnings he had on the dashboard early on, and which he says were never resolved—once again, without further expert input it's not clear what the specific nature of any present electrical issues are and how they might be connected to what has happened in the past and current issue with the cylinder/internal engine parts.

With the earlier issues not persuasively connected to the current issues it leaves me to consider whether the identification of current issues alone is sufficient to show the car as supplied was not of satisfactory quality in the circumstances. However, there is a lack of a sufficiently detailed independent expert report persuasively showing the extent and nature of the current issues and that these are caused by an inherent problem (rather than due to another reason like usually expected wear and tear, misuse, or lack of servicing). And noting the age and mileage of the car when the most recent faults occurred, along with the fact that Mr R has had the car for some time and used it for around 15,000 miles it is even more difficult to say that GCC is liable for further repairs without further expert input.

So based on the information available here I don't consider GCC has acted unreasonably in not accepting liability for further repairs. And I note it has offered to reconsider things if Mr R were to obtain further expert evidence. Mr R can consult with GCC about this going forward if he wishes.

I know Mr R will be disappointed by this outcome. I am very sorry to hear about the inconvenience and stress having a faulty car has caused him and his family. However, he does not have to accept my decision and may choose to pursue this matter by more formal means (such as court) going forward.

### **My final decision**

I don't 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 2 February 2026.

Mark Lancod  
**Ombudsman**