

## The complaint

Mr C complains that the car he acquired through Zopa Bank Limited (“ZBL”) wasn’t of satisfactory quality. He wants ZBL to accept his rejection of the car, or for it to provide a replacement vehicle.

## What happened

Mr C entered into a hire purchase agreement in April 2025 to acquire a used car. The cash price of the car was £8,795, and the total repayable was £14,707.30, and was to be repaid through the credit agreement which was set up over a 60-month term with monthly rentals of £245.12. At the time of acquisition, the car had already been driven more than 58,000 miles and was nearly nine years old.

Mr C told us:

- The car developed a fault soon after it was supplied; it vibrates when being driven;
- an engineer assessed the car and confirmed the presence of vibrations;
- he’s lost faith in the car and worries that further issues or faults will arise in the future;
- he complained to ZBL and it arranged for an independent engineer to inspect the car, but the engineer concluded the supplying dealership wasn’t liable for the problems experienced; the fault wasn’t present or developing when the car was supplied;
- he wants to reject the car and have the credit agreement cancelled or have ZBL supply him with a replacement car.

ZBL rejected Mr C’s complaint about the quality of the car it had supplied. It said it hadn’t seen any evidence that the problems with the car were present or developing at the point of supply. It explained that an independent inspection had concluded that the issues Mr C had experienced were post-sale, and likely wear and tear. And it noted the significant mileage driven by Mr C in the short time he’d had the car – nearly 5,500 miles in less than three months – and it said the independent engineer had concluded that the defect had developed in the time since the car had been supplied.

Our Investigator looked at this complaint and said he didn’t think a complaint about the quality of the supplied car should be upheld. He said there was no dispute that there was a fault with the car, but the independent inspector’s report concluded that the issues Mr C experienced were not present or developing at the point of supply.

Our Investigator noted that Mr C’s own garage had reached a different conclusion about the cause of the vibrations; it said the vibrations were being caused by the tyres, wishbones, track rod ends, and wheel alignment – although it couldn’t confirm this – but it reached no conclusion that these issues were present or developing in April 2025 when the car was supplied to Mr C.

Our Investigator concluded that the problems Mr C was experiencing were simply wear and tear issues commensurate with a car of this age and mileage.

Mr C disagreed and arranged a further inspection by an engineer associated with the car's manufacturer. Their conclusion into the cause of the vibrations was that there was "*Excessive free play in drivers side front inner drive shaft knuckle*", and that a new drive shaft was required.

Our Investigator contacted the engineer to discuss further their findings, but they advised this Service that they would not be able to comment on whether the fault was inherent or not, and they were unable to comment on the cause of the problem.

Taking this new evidence into account, our Investigator told Mr C that it did not change his opinion, and he couldn't uphold this complaint. He explained that the findings of Mr C's engineer were aligned with the findings for the independent inspection instructed by ZBL; both concluded that the vibrations were a result of issues within the drivetrain. And neither concluded that these problems were present or developing at the point the car was supplied.

Mr C disagrees so the complaint comes 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 agree with our investigator, and I don't think this complaint should be upheld – and I'll explain why.

I hope that Mr C won't take it as a discourtesy that I've condensed 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 C 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 C 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.

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 C 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, unless ZBL can show otherwise. But, if the fault is identified after the first six months, then it's for Mr C to show the fault was present when he first acquired the car. So, if I thought the car was faulty when Mr C took possession

of it, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask ZBL to put this right.

I don't think there's any dispute that Mr C has experienced problems with the car. That has been well evidenced by both his testimony and the information he's sent us. But whilst I accept that there has clearly been a fault – Mr C and each of the engineers have confirmed vibrations when the car is being driven – ZBL would only be responsible for putting things right if I'm satisfied that this issue was present or developing when the car was supplied – that is to say, the car wasn't of satisfactory quality when Mr C first acquired it.

Three entities have provided comments on the car, and what happened. I'm going to focus on what the two independent experts have said. I don't mean any disrespect towards the garage that Mr C first contacted, but it's neither independent, nor in a position to give an opinion on the existence of the fault relative to the point of supply.

The third party instructed by ZBL to carry out an independent inspection of Mr C's car is both a recognised and trusted expert in this arena. The engineer is qualified to provide an expert opinion and I'm placing weight on their findings as they undertook a physical inspection.

It's clear that the engineer was provided with an accurate background that clearly set out the issues as they recorded *"we were advised by our contact that the vehicle has an abnormal vibration between 50-60 Mph"*.

The report said *"We proceeded our physical examination of the vehicle...A static clutch operation test was undertaken, and we noted the clutch was heavy in operation...We commenced on a road test of the vehicle and can confirm that when reaching speeds of around 50mph, there is a vibration from the vehicle, although this cannot be felt through the clutch pedal. The vibration was more consistent with emanating through the drivetrain, as opposed to the flywheel, and the severity was vehicle speed dependant, and not engine speed dependant."*

The engineer said that *"The vibration may be emitting through the drivetrain, although would now require further investigation under workshop conditions"*.

So, I'm satisfied that the fault and problems that Mr C complained of are present and as he described.

But the simple existence of the fault in itself isn't enough to hold ZBL responsible for repairing the car or accepting its rejection. The legislation says that this will only be the case if the fault was present or developing at the point of supply; the car supplied was not of satisfactory quality.

The independent engineer addressed this and concluded that *"Taking into consideration the time and mileage successfully elapsed since purchase, we do not consider the defect to have been present at that point"*.

I noted the engineer's caveat that further investigation was necessary, and that Mr C instructed another inspection with a garage associated with the car's manufacturer. That inspection provided further detail. It concluded that *"Excessive free play in drivers side front inner drive shaft knuckle"*, and that a new drive shaft was required.

Looking at the findings of both engineers, I'm satisfied that there's a fault, requiring the replacement of the drive shaft. But neither engineer concluded that the fault was present or developing at the point of supply, in fact one of the engineers went further and concluded emphatically that it was not.

So, even allowing for the differences in the findings of the two independent engineers, I can't say that the car was of unsatisfactory quality when it was supplied, and I can't hold ZBL liable for the fault or for any repairs that Mr C may now need to pay for. In view of the fact the car passed an MOT without advisories shortly before Mr C acquired it, and the fact that Mr C has driven a very significant number of miles in the short time he's had the car – a significantly greater level than the national average mileage driven – then it seems to me that the issues with car vibrations that he's now experiencing, and the underlying cause, are *more likely than not* to be a wear and tear matter; that is things that normally occur during the lifetime of a car, and that are Mr C's responsibility as the user of the car.

Taking into account all the evidence, I can't uphold this complaint. I know Mr C will be disappointed with this decision, 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 C to accept or reject my decision before 27 February 2026.

Andrew Macnamara  
**Ombudsman**