

The complaint

Mr J and Mr J complain that a car acquired with finance from Go Car Credit Limited ("GCC") wasn't of satisfactory quality.

What happened

In October 2022 Mr J and Mr J were supplied with a car and entered into a hire purchase agreement with GCC.

Mr J experienced some issues with the car. T

Mr J reported the issues to the supplying dealer and requested to return the car. The supplying dealer asked Mr J to obtain a report evidencing the faults.

Mr J raised a complaint with GCC in January 2023. GCC said it would contribute towards the cost of an independent inspection. The dealership arranged for the car to be inspected in April 2023. The inspection found that the tracking issue had been caused by an impact. The dealership said it wasn't responsible for this but agreed to fix the rear lights.

GCC said the inspection report stated that the tracking issue had been caused by an impact which had occurred since the car was supplied and that it wasn't responsible for this. In relation to the rear lights, GCC upheld this part of the complaint. It also agreed to reduce the arrears on the account by the equivalent of one monthly payment in recognition of the time it had taken to arrange the inspection.

Mr J remained unhappy and brought the complaint to this service.

Our investigator didn't uphold the complaint. They said that although Mr J and Mr J had requested to reject the car within the first 30 days, there wasn't any evidence that a fault existed at this time. The investigator said that although the report identified an issue with the rear lights, which the dealership had agreed to repair, the report stated that the damage to the track rod ends had been caused by an impact which occurred after the point of supply and therefore this wasn't something that either the dealership or GCC was responsible for.

Mr J didn't agree so I've been asked to review the complaint.

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.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable taking into account factors such as the age and mileage of the car and the price paid. The legislation says that the quality of the goods includes their general state and condition, as well as things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

The car supplied to Mr J was around 5 years old and had covered around 66,411 miles. So it's reasonable to assume that the car would already have a degree of wear and tear and that it would require repairs and maintenance sooner than a brand new car.

Mr J first raised his complaint with GCC in January 2023. Under the Consumer Rights Act 2015, where a fault occurs with a car in the first 6 months after the point of supply, it's assumed that the fault was present or developing at the point of supply and – unless the business can show otherwise – it's generally up to the business to put things right. The business is allowed one opportunity to repair a fault. If the repair isn't successful, the consumer can reject the car.

I've reviewed the available evidence about the issues which Mr J experienced with the car. Based on what I've seen, I'm satisfied that there's a fault with the car. I say this because the independent inspection report states that the rear lights aren't working properly because of corrosion to the terminals. The report also states that the tracking isn't aligned and that the car doesn't drive straight.

I've gone on to consider whether the car was of satisfactory quality when it was supplied.

The independent report identifies a fault with the rear lights and an issue with the tracking. The report concluded that the rear light fault was something that the business was responsible for, but that the issue with the tracking had been caused by impact damage and wouldn't have been present at the point of supply.

Based on the findings of the independent report, I'm persuaded that there was a fault with the rear lights at the point of supply. I understand that repairs have already been carried out to resolve this issue, which is what I would expect the business to do in order to comply with its obligations under the relevant legislation.

I'm not persuaded that there was an issue with the tracking at the point of supply. I say this because the independent report states that the issue has been caused by impact damage after the point of supply, and that this has resulted in bent track rod ends. If the track rod ends had been bent at the point of supply, I would've expected this to have been identified at the MOT which took place shortly before the point of supply. This is because bent track rod ends would have resulted in a MOT failure. So it seems more likely that the tracking issue has arisen after the point of supply as a result of impact as indicated by the inspection report.

Taking all the available information into account, including the fact that the repairs to the rear lights have been completed and there's no evidence to suggest that these repairs have been unsuccessful, I won't be asking GCC to do anything further.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J and Mr J to accept or reject my decision before 29 November 2023.

Emma Davy
Ombudsman