

The complaint

Mr S complains about a car he acquired with credit provided by CA Auto Finance UK Ltd.

What happened

In June 2023 Mr S entered into a regulated personal contract purchase agreement with CA Auto Finance UK Ltd (CAAF) in relation to a used car. The car was four years old, had a cash price of £24,495, and had a mileage of around 31,000 miles.

Within 30 days, Mr S reported a number of faults with the car and asked to reject it. CAAF declined, saying that there was not enough evidence of the faults. So Mr S brought this case to our service.

Our investigator did not uphold this complaint. He pointed out that the car had been inspected by the dealership, but the only problem which was confirmed was that the windscreen wipers needed replacing (the dealership offered to replace them for free); the investigator thought that was just reasonable wear and tear. He said that some fault codes which had been stored were only for intermittent faults, which did not prove that the car was currently faulty. Although CAAF had recommended that Mr S arrange an independent inspection, he had not done so, so the investigator concluded that there was not enough evidence to show that the car had been of unsatisfactory quality at the point of sale.

Mr S did not accept that opinion, and he provided further evidence showing that the dealership had not focused on his specific concerns when it had inspected the car. The investigator accepted this, but he did not change his view that the only evidence about the condition of the car was an inspection which had failed to find anything of consequence. He was reinforced in that opinion by new evidence provided by CAAF, a vehicle health check in July 2023 which had found nothing wrong with the car other than worn brake pads.

Mr S then provided a call recording from July 2023, in which CAAF had told him to wait until the dealership had looked at the car again before getting an independent inspection. That did not change the investigator's mind either, and so this case was referred for an ombudsman's decision. That was in November 2023.

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.

I would like to take this opportunity to apologise to both parties for how long it has taken for this case to be assigned to an ombudsman (it has been in a queue until this week).

No further inspection has been carried out since the investigator issued his opinion. So the only expert evidence in this case is the sole inspection which I have already referred to above. As Mr S has known since October that our investigator thought that was not enough evidence to uphold his complaint, I think that Mr S has had enough time to instruct an

independent expert to examine the car again (it is now May 2024), so whatever CAAF told him on the phone about that is no longer relevant.

Mr S insisted on being present at that inspection, but the dealership would not allow this, because its insurance policy does not allow it to let customers into the workshop. I think that is a reasonable explanation, and so I do not think it is evidence of bad faith such that I could conclude that their evidence is unreliable. I have therefore taken it into account.

The parts Mr S complained about were the windscreen wipers and washers, the radar, the passenger door lock, and he said the engine sounded as if it was overheating. However, none of those parts were found to be faulty, save that the wipers were worn and so the dealership offered to replace them as a gesture of good will. I agree with the investigator that this is normal wear and tear. The dealership concluded that there were no grounds to reject the vehicle, and on the balance of probabilities I accept that conclusion.

I am reinforced in that conclusion by the fact that in June 2023 the car passed its MOT with no advisories.

My final decision

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 6 June 2024. But apart from that, this final decision brings to an end our involvement in this matter.

Richard Wood
Ombudsman