

## **The complaint**

Mr R complains that a car acquired with finance from CA Auto Finance UK Ltd (“CA”) wasn’t of satisfactory quality.

## **What happened**

In July 2023 Mr R was supplied with a car and entered into a hire purchase agreement with CA. At the point of supply the car was around five years old and had covered round 36,500 miles.

Mr R raised a complaint to CA about the quality of the vehicle on 28 July 2023. He said the service light was illuminated and there were cosmetic issues. Mr R said that the car was meant to have been serviced pre-sale and he felt that the supplying dealer had been deceptive in its advertising of the vehicle as the photos used in the advertisement didn’t show any of the cosmetic issues. Mr R said the car also needed new brake discs and pads. He asked to reject the car.

CA didn’t uphold the complaint. It said it wouldn’t accept rejection and it felt that the supplying dealer’s offer was fair and reasonable. It said that the supplying dealer had offered to collect the vehicle and address the bodywork issues at no cost to Mr R. It said the supplying dealer had also offered to cover the costs of replacing the brake discs. CA said it had been provided with paperwork to show that the vehicle had been serviced pre-sale but the service light hadn’t been reset. It said the supplying dealer had offered for Mr R to visit a third party garage to have the service light reset at no cost to him.

Mr R wasn’t happy with the response and brought his complaint to this service. He’s unhappy with the condition of the car and says he doesn’t trust the supplying dealer to put the damage right. He says he wants to reject the car, not because of the service light or the brakes but because of the cosmetic damage.

## **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 car includes its 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 R was around 5 years old and had covered around 36,500 miles. So it’s reasonable to expect that some parts of the car would already have a degree of wear and tear and that the car was likely to require repairs and maintenance sooner than, say, a brand new car.

Under the Consumer Rights Act 2015, where a fault occurs with a car in the first 30 days which makes the car of unsatisfactory quality, the consumer has an immediate right to reject. If the fault occurs within the first six months, there's a presumption that the fault was present or developing at the point of supply and it's generally up to the business to put things right. The business is allowed one opportunity to repair the fault. If the repair isn't successful, the consumer can reject the car.

I've reviewed the available evidence about the issues which Mr R experienced with the car.

It isn't disputed that the service light is illuminated. Mr R is unhappy about this because he says he was promised that the car would be serviced before he collected it. The supplying dealer has provided evidence to show that the car was serviced prior to sale and that the light is illuminated due to an error by the mechanic in failing to re-set it. Based on what I've seen, I'm not persuaded that this issue is a fault or a reason to reject the car.

I'm satisfied that there is an issue with the brakes. This is because the information provided by the third party garage confirms that the brake discs need replacing. Brakes are a serviceable component part of a car, and I don't think it's unreasonable to expect that a second hand car such as the one supplied to Mr R will require repairs and maintenance. I'm not persuaded that the need to replace the brake discs means that the car was of satisfactory quality when it was supplied.

I've reviewed the photos provided by Mr R which show scratches and cosmetic damage to the car. Whilst it's the case that appearance and finish are factors to consider when deciding whether a car is of satisfactory quality, I also have to take into account the age and mileage of the car and the fact that it's reasonable to expect that there will be some wear and tear. In this case, I don't think the cosmetic damage goes beyond what a reasonable person might expect for a five year old car. So I'm not persuaded that the cosmetic damage means that the car wasn't of satisfactory quality when supplied.

I've also taken into account the fact that Mr R viewed and test drove the car. So I think he ought reasonably to have been aware of the cosmetic issues prior to entering into the agreement.

Taking everything into account, I haven't seen any evidence to persuade me that the car wasn't of satisfactory quality at the point of supply. So I won't be asking CA to do anything further.

I appreciate that Mr R would still like to have the cosmetic issues repaired. The supplying dealer previously offered to repair the issues at no cost to Mr R. I don't know whether the supplying dealer is still willing to do this. Given that CA endorsed the supplying dealer's offer to repair in its final response, I suggest that Mr R contacts CA about this in the first instance so that CA can approach the supplying dealer.

### **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 R to accept or reject my decision before 23 February 2024.

Emma Davy  
**Ombudsman**