

The complaint

Miss F complains that a car that was supplied to her under a personal contract purchase agreement with CA Auto Finance UK Limited wasn't of satisfactory quality. She's being helped with her complaint by her father.

What happened

A used car was supplied to Miss F under a personal contract purchase agreement with CA Auto Finance that she electronically signed in June 2024. The price of the car was £18,396 and she agreed to make 47 monthly payments of £185.46 and a final payment of £11,450 to CA Auto Finance.

Miss F complained to the dealer about some issues with the car's bodywork and she then complained to CA Auto Finance about some faults with the car and she requested that it repair the car at no cost to her. Miss F obtained a quote of £1,680 for repairing the faults and she says that the dealer offered to pay 50% of the quoted amount.

CA Auto Finance said that it wouldn't be able to contribute towards the repair costs as the car would've been presented to Miss F prior to sale so it would've been her responsibility to check the bodywork. Miss F wasn't satisfied with its response so she complained to this service.

Her complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. She said that she wasn't persuaded that there was anything wrong with the car or that Miss F's concerns with the paintwork impacted the operation of the car. She said that she didn't think that CA Auto Finance had supplied Miss F with a car that was of unsatisfactory quality so she didn't think that it would be fair or reasonable to ask CA Auto Finance to cover the full cost of repairs to the paintwork.

Miss F didn't accept the investigator's recommendation and asked for her complaint to be considered by an ombudsman. She says that it's incomprehensible that a car costing more than £18,000 with a different coloured bonnet can be deemed of satisfactory quality, the fact that the dealer agreed to meet 50% of the cost of repainting the bonnet shows that it's admitting culpability for not disclosing it and/or rectifying it prior to collection, and she doesn't believe that the dealer didn't notice the issue.

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.

CA Auto Finance, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Miss F. Whether or not it was of satisfactory quality at that time will depend on a number of factors, including the age and mileage of the car and the price that was paid for it. The car that was supplied to Miss F was nearly three years old, had been driven for 11,282 miles and had a price of £18,396.

Miss F and her father viewed the car before Miss F entered into the personal contract purchase agreement and they identified damage to the bonnet and the driver's door. The dealer agreed to repair the damage before the car was supplied to Miss F. When Miss F collected the car, I consider that it would be reasonable to expect her to have checked that the repairs had been completed to her satisfaction.

She collected the car and she says that it was noticed the next day that the bonnet was a different colour. She contacted the dealer and it said that the car had been sent away for paint restoration on the door and wing but it didn't have any further paintwork done on the bonnet apart from the smart repair to the damaged area so it remained the same as when Miss F had seen it.

When Miss F complained to CA Auto Finance she said that the bonnet was a different shade of black to the rest of the car, the tailgate was rusting on the lip above the offside tail lamp, the paint finish to the tailgate beneath the rear window was of poor quality with lines in the paint and a pronounced orange peel effect to the paint, and the driver's side sill had a poor paint finish at the front near to the join with the wing. Miss F obtained a quote of £1,680 for repairs to the bonnet, door and wing. The quote was sent to the dealer and Miss F says that the dealer offered to pay 50% of the quoted amount.

Miss F had viewed the car before it was supplied to her but didn't notice any issue with the colour of the bonnet until the day after the car was supplied to her. She'd checked the car thoroughly enough to notice damage to the bonnet and the driver's door, which the dealer had repaired, and I consider that it would be reasonable to expect her to have noticed any issue with the colour of the bonnet when she viewed the car.

The photos that Miss F has provided do appear to show that the bonnet is a different colour to the rest of the car but I'm not persuaded that the faults with the car about which Miss F has complained are enough to cause the car not to have been of satisfactory quality when it was supplied to her. Miss F says that the dealer agreeing to meet 50% of the cost of repainting the bonnet shows that it's admitting culpability for not disclosing it and/or rectifying it prior to collection but I consider that the dealer's offer was a fair and reasonable response to the issues that Miss F had raised. I don't consider that the dealer's offer shows that the car wasn't of satisfactory quality when it was supplied to Miss F or that CA Auto Finance should be liable for the other 50% of the repair costs.

Miss F clearly believes that the issues about which she's complained should be remedied at no cost to her, so I appreciate that my decision will be disappointing for her. I find that it wouldn't be fair or reasonable in these circumstances for me to require CA Auto Finance to pay for any further work on the car, to pay any compensation to Miss F or to take any other action in response to her complaint.

My final decision

My decision is that I don't uphold Miss F's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 29 July 2025.

Jarrold Hastings
Ombudsman