

The complaint

Mr Z complains about a car supplied under a hire purchase agreement, provided by CA AUTO FINANCE UK LTD ('CA').

What happened

Around November 2023 Mr Z acquired a used car under a hire purchase agreement with CA. The car is listed with a cash price of £16,298, was around six years old and had covered around 70,000 miles. Mr Z paid a deposit of £1,500.

Unfortunately, Mr Z says the car developed issues. He said the car vibrated when stationary, it made a ticking noise when braking while reversing leftwards, there was a noise from the clutch, that the car jerked, that the stop/start function wasn't working, and that the diesel particulate filter ('DPF') warning light had appeared. Mr Z complained to CA.

CA issued its final response in November 2024. In summary, this said that the dealer explained it hadn't heard from Mr Z since February 2024 and thought the issues weren't present when he got the car. CA said Mr Z provided a diagnostic, however this was from March 2024 and so didn't show current issues. CA noted the car had covered over 20,000 miles since Mr Z got it. It didn't uphold the complaint but said as a goodwill gesture it would cover the cost of a diagnostic.

Mr Z remained unhappy and referred the complaint to our service. He said, in summary, that the car had issues from around two weeks after acquiring it. He said after about six weeks it was shaking and making noise. He also explained an engine management light ('EML') was illuminated and he told the dealer about this around the end of 2023. Mr Z also explained that he was told the EGR system was blocked. Mr Z said he had been trying to resolve the issues under a warranty.

Mr Z provided an invoice from August 2024 and a health check from February 2025.

Our investigator issued a view and didn't uphold the complaint. They said, in summary, that Mr Z hadn't shown the car had issues which were present or developing when the car was supplied.

Mr Z disagreed. He said he'd raised the issues with the dealer about a month after getting the car. He provided a 'customer care report' from November 2023 and 'information sheets' from March 2024 and February 2025.

Our investigator explained the information didn't change his opinion. Mr Z remained unhappy, so the complaint has been passed 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 do not think this complaint should be upheld. I'll explain why.

Mr Z complains about a car supplied under a hire purchase agreement. Entering into regulated consumer credit contracts such as this as a lender is a regulated activity, so I'm satisfied I can consider Mr Z's complaint against CA.

When considering what's fair and reasonable, I take into account relevant law, guidance and regulations. The Consumer Rights Act 2015 ('CRA') is likely relevant to this complaint. This says, in summary, that under a contract to supply goods, the supplier – CA here – needed to make sure the goods were of 'satisfactory quality'.

I should note Mr Z has explained he used the car as a delivery driver. So, it's possible he entered into the agreement wholly or predominantly for business purposes. Because of the amount of credit provided, this would not affect our service's ability to look into the complaint. But, it may mean the CRA wouldn't apply and instead I would consider what is set out in the Supply of Goods (Implied Terms) Act 1973 ('SGA').

The SGA also explains goods must be of satisfactory quality when supplied, so either way this doesn't change my approach here.

Satisfactory quality is what a reasonable person would expect, taking into account any relevant factors. I'm satisfied a court would consider relevant factors, amongst others, to include the car's age, price, mileage and description.

So, in this case I'll consider that the car was used and cost around £16,000. Considering the specific car, this represents a significant discount on what it would've retailed at new. It had also covered around 70,000 miles.

This means I think a reasonable person would not have the same expectations as for a newer, less road worn model. I think they may expect parts to have already suffered from wear and tear. But, I think they would expect it to be free from anything other than relatively minor defects and would expect trouble free motoring for at least a short period of time.

What I need to consider in this case is whether I think Mr Z's car was of satisfactory quality or not.

I've reviewed the evidence Mr Z provided.

I've seen the 'customer care report' from the dealer dated November 2023. This detailed an MOT and service carried out. It notes Mr Z raised concerns about a ticking noise, the car vibrating and a plastic hook coming off. The report records:

"Road tested with no faults found as the vehicle operating as expected with no abnormal noises or vibrating"

"refitted plastic clip"

I'm satisfied this records an issue with a clip. Given how minor this fault appears to be, I don't think this likely means the car was of unsatisfactory quality. But either way, this was repaired, which would mean Mr Z's rights had been met.

I find this report does not show evidence of any other issues.

I've looked at the 'information sheet' from March 2024. This noted the mileage as 79,480. This said:

"Front tyres low"

"Underlying fault with DPF system. Will need dealer or dpf specialist if light comes back on"

"Noise on brakes normal"

I'm satisfied this does note an issue with the DPF. And I can assume from this that the warning light was likely on at the time. But, the sheet specifically states it will need further attention *"if light comes back on"*. I'll comment on this below, but the next piece of evidence I have is from around five months later. So, I'm not convinced this shows an ongoing fault.

Either way, this sheet records that the car had covered nearly 80,000 miles and around 9,500 miles since Mr Z got it. So, I'm not persuaded, even if I accepted this showed a fault with the DPF, that this demonstrates the fault was present or developing at the point of supply. And considering the age and mileage of the car, as well as the mileage Mr Z covered, I don't think this shows the car wasn't durable.

This means I'm not persuaded this information shows the car was of unsatisfactory quality when supplied.

I've seen an invoice from August 2024. The mileage of the car is listed as 47,594 – which I'm satisfied was incorrectly recorded. This invoice lists a fault code and;

"egr cooler blocked"

"front pads & clips"

"rear pads and clips"

"dpf clean needed"

I'm satisfied this does show issues with the car. But considering this was from around nine months after Mr Z got it, I'm not persuaded these were likely present or developing when he acquired it, nor that this means the car wasn't durable. I find these issues were more likely due to acceptable wear and tear.

I've seen a copy of the information sheet from 12 February 2025. The mileage was noted as 97,569. This said:

"cv joint noisy and boot split"

"EM light on needs diag suspect dpf filter overloaded"

I've then seen details of an invoice from a manufacturer's garage from 13 February 2025. The mileage was also recorded as 97,579. Mr Z sent screenshots from a health check which I have assumed is from the same time. This noted issues with suspension, steering and the exhaust system. But it contains no commentary on these issues.

In February 2025, Mr Z had the car for well over a year and had covered not far off 30,000 miles. So, neither the invoice nor health check persuades me the car was of unsatisfactory quality when supplied.

I appreciate following his view, Mr Z asked our investigator to get the recordings of some

calls with the dealer and CA. Our investigator did ask CA for these, but it didn't respond. However, I'm not persuaded these are likely available due to the time passed. Even if they were, I'm persuaded these would not affect the outcome, as the earliest record Mr Z noted on the request was from around eleven months after he got the car. So, I'm satisfied I've reached a fair and reasonable outcome without this information.

I want to reassure Mr Z that I've carefully considered everything he's said about the situation. But, in summary, I find the car was likely of satisfactory quality when it was supplied to him.

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 Z to accept or reject my decision before 15 October 2025.

John Bower
Ombudsman