

The complaint

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

What happened

Around June 2024 Mr F acquired a used van under a hire purchase agreement with CA. The van is listed with a cash price of £16,190.40, was around five years old and had covered around 71,186 miles. Mr F paid a deposit of £950.

Unfortunately, Mr F says the van developed issues. In March 2025 Mr F complained to CA. He said the van had to be returned to the dealer several times with DPF and adblue faults, but these weren't resolved. He said the van had also required repairs to the timing belt and radiator.

Mr F explained to CA that the van had broken down in February 2025 and he'd been told it needed a new engine, DPF and turbo. He said the issues were preexisting when he got the van.

An independent report was then carried out later in March 2025. This said, in summary, that the van had excessive white smoke emitting from the exhaust and showed warning lights. But it concluded any issues wouldn't have been present when the van was supplied.

CA issued its final response at the end of April 2025. In summary, this said that the report stated the faults were not present when Mr F acquired the van and he had covered over 10,000 miles in it. So, it explained it was not upholding the complaint. CA did however offer Mr F £1,000 as a gesture of goodwill towards the repair costs.

Mr F remained unhappy and referred the complaint to our service. He provided job sheets showing work completed on the van in October and December 2024 and February 2025.

Mr F also explained that he had now voluntarily terminated the agreement, and the van had been handed back.

Our investigator issued a view and didn't uphold the complaint. She said, in summary, that she hadn't seen enough to persuade her the van was not of satisfactory quality when supplied.

Mr F disagreed. He said, in summary, that the van wasn't of satisfactory quality when he got it. He said he shouldn't have had to spend thousands of pounds on repairs. And he said he thought he would be covered by the Consumer Rights Act 2015 ('CRA').

Our investigator explained this didn't change her opinion. As Mr F remained unhappy, the complaint was 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.

When considering what's fair and reasonable, I take into account relevant law, guidance and regulations. Mr F mentioned the CRA, but because he entered into the agreement wholly or predominantly for business purposes, the Supply of Goods Act (Implied Terms) 1973 ('SGA') is relevant to this complaint instead.

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'.

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 van's age, price, mileage and description. The SGA also sets out that the durability of goods can be considered as part of satisfactory quality.

So, in this case I'll consider that the van was used, around five years old and had covered around 71,000 miles. This means I think a reasonable person would not have the same expectations as for a newer, less road worn model. But I still think they would expect it to have been free from anything other than relatively minor defects and would expect trouble free motoring for at least some time.

What I need to consider in this case is whether I think Mr F's van was of satisfactory quality or not. It isn't in dispute that Mr F's van developed faults, so I've considered what this means in terms of the van's quality

I've seen a copy of an invoice from 8 October 2024 where the mileage was recorded as 76,783. This noted *"Radiator leaking, front engine cover leaking"*. It also noted a timing belt was replaced. The total cost was £343.76.

I've seen a copy of an invoice dated 23 December 2024. This recorded the mileage as 80,877. This noted a radiator was replaced and was for a total of £582.96.

I've seen an invoice from 18 February 2025. The mileage was noted as 82,697. This said:

"Carried out investigation into non starter. Found turbo has seized due to oil starvation. Base engin (sic) damage due to lack of oil. DPF has failed."

It also noted an *"Adblue light"*.

A health check from what appears to be the same day also noted:

"Oil deteriorated code" and;

"Dipstick left lose, req steam cleaning"

I've also considered the findings of the independent report carried out in March 2025. This noted the mileage as 82,699 and said:

"We started the vehicle from cold. The vehicle started readily with excessive white smoke emitting from the exhaust. There was no excessive noise emitting from the engine and the vehicle then settled into a steady idle with the AdBlue light flashing, low fuel warning light and the engine management warning light illuminated on the instrument panel."

I've carefully thought about this. At the point of the first repair, Mr F had the van for around

four months. And he had covered around 5,600 miles.

At the second repair, Mr F had the van for around six months and had covered around 9,700 miles.

When the van ultimately failed, Mr F had it for around eight months and had covered around 11,500 miles.

Thinking about these times and mileages, I'm satisfied the faults noted were not present or developing at the point of supply, as I don't think the van would've been able to travel several thousand miles if they were. This is also backed up by the conclusions from the independent report:

"The faults with the vehicle would not have been present or in development at the point of sale due to the distance travelled since purchase."

That then brings me to consider durability. I will say, for the first repair at least, I think this is somewhat finely balanced. On one hand, I think a reasonable person may not have expected the van to require repairs around four months into the agreement. And I do understand how frustrating this must have been for Mr F. But, on the other hand, I need to consider that Mr F had covered over 5,600 miles in the van at that point.

Thinking about all of this, I haven't seen enough on balance to persuade me a reasonable person would consider that the van wasn't durable when it required repairs in October 2024. It follows that by the same logic; I make the same finding for the faults that occurred in December 2024 and February 2025.

I want to reassure Mr F that I've carefully thought about everything else he's said. And I appreciate he explained the van had DPF and adblue issues earlier than noted above, but I can't see this is documented. Having carefully considered everything, all the other points Mr F raised don't change my conclusions above.

Having thought about everything, I find it most likely that the van supplied to Mr F was of satisfactory quality, taking into account the relevant factors I've detailed.

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 F to accept or reject my decision before 27 November 2025.

John Bower
Ombudsman