

The complaint

Mr R complains that a car supplied to him under a personal contract purchase agreement with CA AUTO FINANCE UK LTD was of unsatisfactory quality.

As a note, Mr R has been represented during his complaint. For ease I'll refer to any information supplied as part of the complaint as being supplied by Mr R.

What happened

In June 2023, Mr R acquired a brand-new car through a personal contract purchase with CA AUTO FINANCE UK LTD (CAF).

The cash price of the vehicle was £35,330.00 with an advance payment of £6,600.00 being paid. The total payable on the agreement was £42,901.72. This was to be repaid by 47 payments of £491.76 followed by a final payment of £13,189.00.

Mr R explained in January 2025 the car stalled and appeared to misfire on restarting. Mr R reported his concern to the dealership, but explained he was told the vehicle would be safe to drive with an amber engine management light on, and the vehicle could be checked at a service appointment that had been booked in previously.

Following this, Mr R contacted a roadside assistance service before driving the car again. The assistance service attended and diagnosed potential issues with the camshaft and crankshaft, and advised Mr R not to drive the vehicle.

The vehicle was then recovered the following week to the dealership. Mr R has then explained that he complained to CAF about the vehicle. Mr R was unhappy with the service received during the time the vehicle was awaiting diagnosis and repair, and has explained he had to do all of the chasing for updates as these were not forthcoming, and no information about the vehicle was being freely provided.

CAF issued its final response to the complaint in June 2025. In its response, CAF stated it didn't support rejection of the vehicle as it considers the vehicle to be fit for purpose. CAF did offer to reimburse one monthly instalment as a gesture of goodwill.

Mr R remained unhappy and brought his complaint to this service, where it was passed to one of our investigators. The investigator did not uphold the complaint. They explained they found the vehicle wasn't of satisfactory quality when it was supplied, but that repairs have now taken place. The investigator considered that they wouldn't ask CAF to do anything beyond the offer it had already made as a gesture of goodwill.

Mr R disagreed with this and provided some further comments. These did not change the investigator's outcome. As such, I've been asked to review the complaint to make a final decision.

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've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr R acquired a car under a personal contract purchase agreement. Entering into consumer credit contracts like this is a regulated activity, so I'm satisfied we can consider Mr R's complaint about CAF. CAF is also the supplier of the goods under this type of agreement meaning they are responsible for a complaint about the supply of the car and its quality.

The Consumer Rights Act 2015 (CRA) is relevant in this case. It says that under a contract to supply goods, there is an implied term that "the quality of the goods is satisfactory, fit for purpose and as described". To be considered as satisfactory, the CRA says the goods need to meet the standard that a reasonable person would consider satisfactory, considering any description of the goods, the price and all the other relevant circumstances. The CRA also explains the durability of goods is part of satisfactory quality.

So, it seems likely that in a case involving a car, the other relevant circumstances a court would consider might include things like the age and mileage at the time of sale and the vehicle's history.

In this case, Mr R acquired a car that was brand-new. As this was a brand-new car, it's reasonable to expect the level of quality to be higher than a used, more road-worn car. It would be reasonable to suggest Mr R would expect to be able to use this free from significant defects, for a considerable period of time.

I've reviewed the available evidence about the issues Mr R experienced with the car. Based on what I've seen, I'm satisfied there was a fault with the timing chain and engine. I say this because neither CAF nor Mr R dispute these faults and it's been confirmed this was repaired with Mr R explaining the engine was eventually replaced.

Having considered the car had faults, I've considered whether it was of satisfactory quality at the time of supply.

The issues appear to have occurred after around 30,417 miles and less than 20 months into the agreement.

Having considered the available information, I'm persuaded the car was not of satisfactory quality when it was supplied, particularly in relation to its durability. I say this because a reasonable person could expect the parts that have failed to have lasted considerably longer than they have done under these circumstances. This can be dependent on the type of usage and other driving and environmental factors. Having looked at everything here, I'm persuaded the parts did fail early and I have no information that contradicts this view.

I can see the vehicle was eventually repaired. Mr R has raised a number of issues relating to the communication of the repairer and how this was dealt with, and Mr R may be able to complain about the actions of the repairer separately if he remains unhappy with them.

After the vehicle has been repaired, with the engine replaced and returned to Mr R, I have nothing to show that the vehicle remained of unsatisfactory quality. This is the key point in

this complaint, as Mr R has explained he isn't concerned about inconvenience caused, but that the car isn't of satisfactory quality due to what's happened and concerns over the timing chain failing again in the future.

For me to conclude the car remained of unsatisfactory quality, I'd need to see evidence of this meaning that the repair has failed. I acknowledge Mr R's concern that because something has gone wrong previously, this may well happen again. Having said this I can only go on what has happened, and in this case, the vehicle has now been restored to a condition of satisfactory quality due to the repair that took place. If something were to go wrong with the vehicle again in the future, Mr R would then be able to complain about it if he chose to do so.

I acknowledge Mr R's concerns about the ongoing satisfactory quality of the vehicle. The vehicle was not of satisfactory quality when it was supplied due to its durability, however it is important to note that the CRA gives CAF one chance to repair the vehicle, meaning it is returned to satisfactory quality. This has happened in this case, and as such I'm not able to direct CAF to do anything differently here.

I acknowledge that Mr R is not complaining regarding the inconvenience caused, but I must outline that I agree with the investigator's outcome in respect of why no payment for distress and inconvenience would be considered in this case as the inconvenience appears to have been largely incurred by Mr R's representative.

My final decision

Although I acknowledge why Mr R is unhappy with the vehicle and what has happened, my final decision is that I don't uphold the complaint against CA AUTO FINANCE UK LTD.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 12 March 2026.

Jack Evans
Ombudsman