

The complaint

Mr S complains about the quality of a van he has been financing through an agreement with CA AUTO FINANCE UK LTD (who I'll call CAAF).

What happened

Mr S took receipt of a used van in May 2024. He financed the deal through a hire purchase agreement with CAAF. The van had completed 129,123 miles and was about five years old.

About a week later the Engine Management Light (EML) illuminated and eventually the dealership paid for the fault to be diagnosed, and a forced regeneration of the Diesel Particulate Filter (DPF) was completed at their expense.

Mr S complained to CAAF in February 2025. He provided an estimate that suggested there was over £2,300 worth of work required to fix faults with the van including a further forced DPF regeneration a leaf spring bush, an ad blue injector, position sensors, and an injection nozzle. He subsequently raised concerns that a service was due and that there was no record of the van having been previously serviced.

Mr S complained to CAAF but when he was dissatisfied with their response he referred his complaint to this service. Mr S also commissioned an independent inspection of the van. Our investigator didn't think the complaint should be upheld but as Mr S disagreed the complaint has been referred to me, an ombudsman, to make a 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 agree with the investigator's view of this complaint and for broadly the same reasons.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

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 S acquired his van under a hire purchase agreement, which is a regulated consumer credit agreement. This means our service is able to consider complaints about it. Under the Consumer Rights Act (2015), the van must have been of satisfactory quality when supplied. Given the van was about five years old and had already covered over 129,000 miles, a reasonable person would expect signs of wear and tear. The legislation requires us to assess whether the van's condition at the time of supply met reasonable expectations for a vehicle of that age, mileage, and price. If it didn't then CAAF, who are also the supplier of the van, are responsible.

Mr S complained about the presence of an EML very early on and I think it's likely that fault was present when the van was supplied to him. I'm persuaded the cause of the EML was a blocked DPF as that's the only fault that was identified in September 2024 and the repair seems to have remedied the problem. I think the dealership were fair to take responsibility for that issue and to fix the van at no cost to Mr S.

As further faults occurred after Mr S had been in possession of the van for over six months the relevant legislation puts the onus on him to demonstrate that those further faults were present or developing when the van was supplied to him, the point at which CAAF were responsible for the van's quality.

I am not satisfied that Mr S has shown these faults were present when the van was supplied. The independent inspection carried out in October 2025 provides strong evidence that the current issues—such as the blocked DPF and lack of oil—arose because the van was not properly maintained after purchase. The inspector found no oil on the dipstick and an empty AdBlue tank, which indicates poor upkeep rather than faults existing at the point of sale. They also concluded that the DPF problem was unlikely to have been present when the van was supplied and was consistent with later usage and missed servicing. Based on this expert opinion, I consider the faults developed after the sale, meaning responsibility for repairs lies with Mr S. I have seen no evidence to support the claim that the van was mis-sold as having been serviced. In fact, parts ordered before delivery and the timing of the service light suggest it was likely serviced before Mr S received it.

Overall, I don't think there is sufficient evidence that CAAF should be liable for the faults this van currently exhibits.

My final decision

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 1 January 2026.

Phillip McMahon
Ombudsman