

The complaint

Mr O complains about the quality of a car supplied to him by CA Auto finance UK Ltd ("CA").

What happened

Mr A entered into a hire purchase agreement in July/August 2022 for the supply of a used car from CA. The car was around four and a half years old and had covered around 47,000 miles at the point of supply.

Mr O has told us that he felt the car was sluggish and noticed the engine management light (EML) come on in early 2023, and when he took the car to the supplying dealership, they investigated and said there were historic fault codes, but having cleared these off, they found no further problem. This was February 2023.

Mr O has told us the EML came on again later that year, but before he could get an appointment at the supplying dealership to be investigated, the car suffered a catastrophic breakdown in September 2023. The car was recovered by a breakdown service on 18 September 2023 with a mileage of around 58,500 miles.

The car would appear to have been seen by several garages in 2024, and the opinion seems to be that it requires a new turbo and a new engine, at a cost of somewhere between £15,000 and £25,000. Mr O has said he was advised to ask the manufacturer to repair it as a goodwill gesture, but they said that due to a missed service prior to his ownership, it was out of its warranty period, and they couldn't help.

Eventually he complained to CA in late 2024, and they issued their final response letter (FRL) in January 2025. They didn't uphold his complaint, saying that they had seen no evidence that any faults were present or developing at the point the car was supplied, and it had been used for the thirteen to fourteen months without issue, so they didn't feel they were responsible for any repairs. They said that the time he'd taken the car back to the supplying dealership, the dealership had confirmed that this was just historic fault codes triggering the EML to light up, and they'd seen nothing to link this to the ensuing problems.

Unhappy with this, Mr O brought his complaint to our service. It was investigated and the investigator issued their opinion in August 2025 that the car was of unsatisfactory quality, and Mr O had the right to reject it. They felt that parts had failed prematurely, and despite not knowing which parts had failed first to cause the issues, they said that the car wasn't durable. They mentioned that Mr O had serviced the car during his ownership and provided invoices from June 2023 and one from 31 May 2022 to say the car had been serviced during and prior to his ownership.

CA didn't agree with this and asked for an Ombudsman to make a final decision. The dealership had sent their comments and said Mr O had raised no engine issues when taking the car back in June 2023 for an MOT and service, and there was no EML illuminated or signs of any problems they had seen. They felt this contradicted Mr O's testimony that he'd continued to have issues during 2023. They also highlighted that the car had passed its MOT which it would not have done if the EML had been illuminated. The case has come to

me for a final decision.

I issued a provisional decision on 4 December 2025 as follows:

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've reached different conclusions to the investigator. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mr O was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

The Consumer Rights Act 2015 ('CRA') says, amongst other things, that the car should've been of a satisfactory quality when supplied. And if it wasn't, as the supplier of goods, CA are responsible. What's satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle's history and its durability. Durability means that the components of the car must last a reasonable amount of time.

The CRA also implies that goods must conform to contract within the first six months. So, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless CA can show otherwise. But where a fault is identified after the first six months, the CRA implies that it's for Mr O to show it was present when the car was supplied.

So, if I thought the car was faulty when Mr O took possession of it, or that the car wasn't sufficiently durable, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask CA to put this right.

Firstly, I have genuine empathy here with the situation Mr O has found himself in. But my role is to impartially assess the evidence, in line with the relevant legislation, to determine a fair outcome for both parties.

If I refer to the explanation above about the CRA, it says that for the first six months after supply, if faults appear, it is assumed they were present or developing at the point of sale. I've no evidence of any issues within this six-month period. Mr O has said the EML came on but the supplying dealership have confirmed that these were historic fault codes which triggered the EML, and once they removed these codes and re-tested the car, there was no light or issues present.

This is a plausible explanation and something which can happen. Equally, if he was still suffering with any issues or a further EML coming on, I'd have expected Mr O to have taken the car back to the dealership or another garage to be investigated, and I've seen no evidence of this happening.

When the engine failure has occurred, it's around 13 months after supply, and the car has covered 11,500 miles since being supplied to Mr O. Whilst we've been provided with invoices to repair the engine, which show a turbo has failed and the car apparently needs a

new engine, we've got no evidence about what has happened or what's caused this to happen. There's no diagnosis about what problems have led to the turbo and engine failure, and as such, after over twelve months, and having covered over 11,000 miles, I can't say there is any proof that faults were present or developing at the point the car was supplied.

The other consideration under the CRA is whether the car was sufficiently durable. The investigator here had decided that the car wasn't durable, based on Mr O confirming he'd maintained the car well, and the parts which we know have failed having failed earlier than the investigator's research has suggested should be expected.

But I have concerns about the maintenance of the car prior to Mr O's ownership. The service records we've been supplied with show that the first service was due after two years or 21,000 miles (whichever came first). But it took place in December 2019 at 26,000 miles, so while this was just within two years, it was well over the mileage recommended. There is no stamp to confirm a second service took place. It would have been due at 42,000 miles or four years, which would fall around January 2022.

Mr O has provided an invoice to show that the car was seen by a dealer on 31 May 2022, before his ownership. It notes a mileage at around 47,000 miles so over the recommended mileage for the four-year service, and falls late, being approaching 6 months late for the due interval. Alongside this, the invoice itself doesn't outline that the full four-year service has taken place.

It notes an MOT, work on the brake pads and discs, and an "oil and filter service". It hasn't taken place at a manufacturer main dealer, which may be why it's not on the service history, but I have concerns that it doesn't appear it was a full four-year service as recommended/required.

If I look at the required four-year service for this car, it's understandably quite comprehensive as it only happens at a two-year interval. Alongside the oil and filter change that has possibly happened, there are numerous other key checks and fluid top ups which aren't detailed on the invoice provided, so I'm not persuaded that they have happened.

The service history was available to Mr O when he acquired this car, and I'd expect someone to consider this before entering into an agreement for the supply of any car. With both services having happened late or over the agreed mileage, and the second one not appearing to be the full service required, I have concerns that this is likely to be a significant factor in the reasons why the car has failed when it has. I can't say with any confidence that the car hasn't proven durable when it's likely that the poor maintenance, likely prior to Mr O's ownership, may well have led to parts failing sooner than if the car had been better maintained.

When I put this alongside the lack of diagnosis about what has actually happened to the car when it's broken down, and the time that has now elapsed, I can't say with any confidence that the car was of unsatisfactory quality when it was supplied to Mr O. There is too little clear information or evidence about what's happened to cause the issues, and too many variables surrounding the maintenance of the car prior to Mr O's ownership of it, for me to be satisfied that the car was of unsatisfactory quality when supplied.

I'm sorry this won't be the answer Mr O was hoping for, but unless I receive evidence which changes my mind before the deadline explained above, I won't be asking CA to do anything more here.

My provisional decision

I don't intend to uphold this complaint.

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 haven't responded to my provisional decision. Mr O did and sent in information outlining why he feels the car was of unsatisfactory quality and highlighting evidence he'd already sent as he felt I'd ignored it in coming to my decision.

Firstly, I'd like to assure Mr O that I had seen the evidence he'd provided. I understand the information he's sent, but it doesn't amount to a diagnosis as to what's gone wrong, and most importantly, why it's gone wrong.

If I go back to the CRA, this is the cornerstone of any decision I make about satisfactory quality of a car. It says that within the first six months of supply, if a fault presents, it's assumed that it was present or developing when the car was supplied. But after six months, it implies that proof will be needed that the fault was present or developing when the car was supplied. Alternatively, I need to decide that the car wasn't sufficiently durable.

In this case, there is no proof that the problems which occurred with the car were present or developing when the car was supplied. No mechanic or expert has explained what's happened, what's caused it to happen, and how that would link back to the point the car was supplied. Mr O believes that the fact the engine management light came on earlier in his ownership is proof, but I'm afraid without further evidence, I can't disagree with the dealership's diagnosis that it was just a historic code triggering it, and they found no further problems once they reset the engine management light.

Without that, I have a car which had been supplied 13 months prior to its failure, and which had covered over 11,000 miles during that time. I can't assume any fault was present or developing when the car was supplied, I would need proof that this was the case, and I don't have that proof.

If I move on to think about durability, I think this is where Mr O's arguments mostly sit. He's provided information showing that this particular engine is known for this type of problem, but this isn't relevant here I'm afraid, because I can only consider what I know about this specific car and its circumstances.

I would agree with him that this failure has occurred prematurely, so I go on then to consider what factors could lead to this failure, and how they impact on this case. Maintenance of a car is crucial to ensure it remains functioning well and doesn't suffer problems prematurely. There is no expert testimony to explain why this specific engine has suffered the problems it has, so the only way I could decide that it hasn't proven durable is to assess the evidence I have.

The evidence I have shows that the car hadn't had a major service since December 2019. That was approaching four years before the engine failed. Mr O has said that it was serviced in the interim period, but as I explained in my decision, the "service" prior to his ownership was an oil and filter change alongside an MOT, and during his ownership, he did the same thing it would seem, so no full service happened.

These don't amount to full services, and don't include numerous checks and actions

undertaken at the required full service for this car. The servicing interval for this car is every two years or 21,000 miles. But in its life, it had the two year/21,000-mile service late, at 26,000 miles, and no further full service until the engine failed.

The engine has failed in September 2023, at 58,500 miles. This is approaching four years after the car's only major service, and on the balance of probabilities, I feel this is likely to be a significant contributing factor to any problems which went on to see the engine fail.

Mr O doesn't feel that what he describes as a "marginally late" service and another with "incomplete documentation" would have a material impact on the engine failure, because he's researched the engines and this kind of failure is something the manufacturer is aware of. I'm afraid that is exactly why the lack of servicing of the car is so important here, because if the manufacturer is aware of issues with other similar cars, they need the opportunity to be taken at exactly the required intervals for suitable mechanics to assess the engine properly, look out for signals warning of potential problems, change all relevant fluids/filters/parts, to ensure the engine remains functioning properly.

Because this hasn't happened, I can't say that the car hasn't proven durable, as I'm persuaded that on the balance of probabilities, the poor maintenance of the car during its lifetime is most likely what has led indirectly to the failure of the engine. With no expert testimony to present any different conclusions, I empathise with Mr O's situation, but I'm satisfied that this is the only decision I can come to based on the evidence presented here.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 16 January 2026.

Paul Cronin
Ombudsman