

## **The complaint**

Mr P is unhappy that a car supplied to him under a hire purchase agreement with CA AUTO FINANCE UK LTD trading as CA Auto Finance UK (CA Auto) was not of a satisfactory quality.

## **What happened**

In June 2023 Mr P was supplied with a used car through a hire purchase agreement with CA Auto. The agreement was for £20,888.20 over 60 months; with 59 monthly payments of £348.12 and a final payment of £349.12. At the time of supply, the car was around six years old, and had done 53,096 miles.

Mr P said that he had issues with a whistling noise from the turbo and a clicking vibration noise in the first week of ownership. He said he had a number of issues with the car in the time he has had it. These included repeated engine management light warnings, black smoke and reduced performance, NOx sensor failures, and the clutch slipping.

He complains that he had to pay for repairs to the car, and it now needs a new turbo, costing him around £3,000. He'd like CA Auto to pay for these repairs.

CA Auto didn't uphold Mr P's complaint. They said the fault with the turbocharger had arisen more than two years after Mr P acquired the car, and there was no evidence to link this fault and the earlier repair undertaken in July 2023, which related to the instrument cluster and associated fault codes.

They said it was unlikely that the fault was present at the point of sale. They said this was supported by the car's continued operation over two years and 13,000 miles.

Mr P was unhappy with this response, so he referred his complaint to our service to the Financial Ombudsman Service for investigation.

Our investigator said that a number of the issues Mr P had raised had been repaired at no cost to him. She said the issue with the clutch and flywheel, and the turbo failing, occurred almost two years after he acquired the car from CA Auto. She said there was no evidence that these issues were developing at the time of supply.

She accepted that the turbo should last the lifetime of the vehicle, but said there were several factors that could impact on this, so she would need to see evidence that the issue was developing at the time of supply before she could uphold this part of Mr P's complaint.

Overall, our investigator believed that CA Auto had supplied Mr P with a car that was of a satisfactory quality.

Mr P didn't agree with the investigator. He said the number of issues he had with the car demonstrated the car was not sufficiently durable or reliable, and not of a satisfactory quality.

Because Mr P didn't agree, this matter has been passed to me 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.

Having done so, I've reached the same overall conclusions as the investigator, and for broadly the same reasons. 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 P was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we are able to investigate complaints about it.

The Consumer Rights Act 2015 (CRA) covers agreements such as the one Mr P entered into. Under this agreement, there is an implied term that the goods supplied will be of satisfactory quality. The CRA says that goods will be considered of satisfactory quality where they meet the standard that a reasonable person would consider satisfactory – taking into account the description of the goods, the price paid, and other relevant circumstances. I think in this case those relevant circumstances include, but are not limited to, the age and mileage of the car and the cash price. The CRA says the quality of the goods includes their general state and condition, as well as other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability.

So, if I thought the car was faulty when Mr P 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 Auto to put this right.

The main issue Mr P had with the car was the failure of the turbo. Mr P had this diagnosed by a garage in August 2025. It reported that the turbo had blown and needed new injector seals and a new turbo. Mr P says this fault was related to the issue he raised with the supplying dealer when he first got the car in June 2023.

On that occasion the car was booked in for repairs to a whining noise from the turbo, front brake pads squeaking, passenger door speaker buzzing, an air noise from suspension when going over speed bumps, and a clicking noise from the engine bay.

CA Auto and the supplying dealer referred to the job card and said the work done then was to replace an instrument cluster. Mr P said this needed doing because the garage had broken the part when working on the car. He also said he was told by the supplying dealer that there were no issues with the turbo.

There's no evidence that the whining noise was not resolved. I say that because we have a number of job cards from the period Mr P had the car and he hasn't raised the issue again, and it wasn't mentioned on any of the job cards. I'd have expected to see evidence that Mr P returned the car to the garage for further investigation if the issue hadn't been repaired.

Mr P has been able to use the car and raised no issues with the turbo until it broke down in January 2025. On that occasion the breakdown recovery service carried out a temporary repair.

The car was inspected by a local garage in March 2025. It said the car needed a new clutch and flywheel.

Mr P took the car back to the same garage in August 2025 to investigate a noise from the engine. It found that the turbo had blown and the car needed new injector seals and a new turbo.

No reason is given for the cause of the turbo blowing. Based on the timeline I've set out above, I'm not persuaded it is related to the noise Mr P reported when he first acquired the car. That's because he had significant use of the car without raising any similar issues.

Mr P complains about the durability of the part. I would normally expect the turbo to last the life time of the car, if it is well maintained. But the lifespan is affected by a number of factors including maintenance and driving habits.

I can see that the breakdown recovery service carried out a temporary repair to the turbo in January 2025. And from the evidence he has supplied it appears that no further action was taken until the garage informed him in August 2025 the turbo had blown.

Importantly, I've seen no evidence to suggest the failure of the turbo was related to any earlier fault that was present or developing at the point of supply. So I won't be asking CA Auto to take any action regarding the failure of the turbo.

Mr P refers to a number of other issues he had with the car. It appears that the issues that caused the engine management light to come on were related to the NOx sensors. These were investigated and repaired, and whilst it appears it took one than more attempt to fix this issue, it was repaired and Mr P appeared to have accepted the repair.

Mr P also had to have the clutch and flywheel replaced. There's no evidence of the cause of the failure of these parts. The clutch on this type of car can fail from 60,000 miles. Again, this is subject to a number of factors. Mr P had the car for approaching two years at this point, it had done around 63,000 miles (based on 63,967 miles at the April 2025 MOT) and he had done more than 10,000 miles. So I think it more likely than not that the parts required replacing due to wear and tear.

In the absence of any further evidence, I'm satisfied that the car supplied to Mr P under a hire purchase agreement with CA Auto was of a satisfactory quality. I know that Mr P will be disappointed by this, but I'm satisfied that the earlier issues with the car were repaired at no cost to Mr P, and that was the right remedy under the CRA. And as I've explained above, I've seen no evidence that the car was not of satisfactory quality due to durability issues.

So I won't be asking CA Auto to take any further action to resolve this complaint.

### **My final decision**

For the reasons explained, I don't uphold Mr P's complaint about CA AUTO FINANCE UK LTD trading as CA Auto Finance UK.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 27 January 2026.

Gordon Ramsay  
**Ombudsman**