

The complaint

Mr W complains that a car supplied to him under a hire purchase agreement with CA AUTO FINANCE UK LTD (CA) was of an unsatisfactory quality.

What happened

In May 2025, Mr W was supplied with a used car through a hire purchase agreement with CA. The cash price of the car was £24,094. He made an advance payment of £700 and the agreement was for £23,394 over 60 months; with 59 monthly payments of £490.93 and a final payment of £500.93. At the time of supply, the car was around five years old, and had covered around 25,806 miles.

Around three months later, Mr W contacted the dealership as the car had developed a knocking noise and had started to vibrate. The dealership arranged an inspection and found that an engine mount was worn, causing the noise and vibrations. It said a replacement engine mount was required. It quoted £725.95 including VAT to replace the worn mount, and offered a contribution of £250 as a goodwill gesture.

Mr W made a complaint. He said the engine mount had failed prematurely, rendering the car unsafe to drive. He said he relied on the car for work, and he'd already lost income as it couldn't be safely driven. He asked CA to arrange a repair at no cost to himself or allow him to reject the car under the Consumer Rights Act 2015 (CRA). CA concluded that the fault was caused by normal wear and tear and didn't suggest the car was of an unsatisfactory quality when it was supplied. It noted Mr W had driven around 9,000 miles in a 12-week period, which would have influenced the wear on the car's components. As a goodwill gesture it offered a further contribution of £200 towards the repairs.

The complaint was referred to this service. Our Investigator didn't think there were sufficient grounds to conclude the car wasn't of a satisfactory quality at the point of supply. Mr W didn't agree. In summary, he said he'd expect an engine mount to last more than 60,000 miles – and this one failed much sooner which suggested an underlying defect. He said he'd reported the fault within six months of the point of supply – so under the CRA it must be presumed that the car was supplied with a fault unless CA could show otherwise. He asked for the complaint to be referred to an Ombudsman for a final decision. So, it's been 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.

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 decision on the balance of probabilities – what I think is more likely than not 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 W was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means I can consider a complaint about it.

The CRA covers agreements such as the one Mr W 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 W 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.

In this case, the car was close to five years old and had travelled more than 25,000 miles at the point of supply. I think a reasonable person would expect the car to have more wear and tear – and require some level of maintenance sooner - than a newer or less travelled one.

All parties agree an engine mount became worn and required replacement around three months after the car was supplied to Mr W. What's in dispute is whether the fault was present – or developing – at the point of supply, and whether the car was of an unsatisfactory quality.

Under the CRA, faults which occur within the first six months are usually assumed to have been present or developing at the point of supply – unless there's evidence to suggest otherwise. However, I also need to consider other factors including how the car has been used by Mr W.

When the car was inspected by the dealership, the mileage was around 8,400 higher than it was at the point of supply. This is a significant distance to travel in a three-month period – and well beyond what I would consider average use. I think it's reasonable to conclude that the car would have been subject to more wear while in Mr W's possession than it would have been with average use. Mr W was able to drive the car a considerable distance over a three-month period without any problems – and I don't think he'd have been able to do this if the engine mount was already significantly worn – or close to needing replacement – at the point of supply. If it was, I think the problem would have presented itself to Mr W much sooner.

Taking all the circumstances into account, I'm not persuaded there's sufficient evidence for me to conclude the engine mount had failed – or was close to failing – at the point of supply. Engine mounts are subject to wear and tear, and their lifespan will typically vary depending on several factors including driving habits and conditions. While I can understand Mr W's disappointment that the car required maintenance after only just a few months, I don't think this rendered the car of an unsatisfactory quality. I think it's reasonable that a used car of this age and mileage would require maintenance at some point, especially given the additional miles Mr W drove. I'm satisfied the fault Mr W reported was the result of normal wear and tear accrued during his ownership of the car - and could be resolved with a relatively straightforward repair.

I understand Mr W chose not to go ahead with the repair and has now stopped driving the car. He says this has affected his work and income. While I'm sorry to hear of the impact this has had on Mr W, I can't fairly hold CA responsible for that in the circumstances. Both CA and the dealership offered contributions towards the repair costs which would have left only around £275 for Mr W to pay. Given that I don't think the car was of an unsatisfactory quality at the point of supply, I'm satisfied CA took reasonable steps to support Mr W here.

Mr W has also queried the dealership's decision to discount the repair cost, and said it initially quoted around £1,250 which it later reduced to around £750. It then offered a contribution of £250. He says such a significant change of position raises concerns about the reliability of the dealership's diagnosis. But it doesn't seem to be disputed that the noise was caused by a worn engine mount, and I haven't seen any other diagnosis or inspection to suggest otherwise. I don't think the fact the dealership offered a discounted rate or contribution to the repairs suggests the car wasn't of a satisfactory quality or that Mr W has been treated unfairly.

I appreciate this will come as a disappointment to Mr W, but as I'm not persuaded the car was of an unsatisfactory quality when it was supplied to Mr W, I don't require CA to take any action here. CA has already made an offer to pay Mr W £200 by way of a contribution towards the repair costs to settle the complaint – and says this offer will remain open until 1 April 2026. Mr W should contact CA directly if he now wishes to accept this – if he hasn't already done so.

My final decision

My final decision is that I don't uphold Mr W's complaint. I don't require CA AUTO FINANCE UK LTD (CA) to take any action to settle the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 20 March 2026.

Stephen Billings
Ombudsman