

## The complaint

Miss B complains about a car supplied to her using a personal contract purchase agreement taken out with CA Auto Finance UK Ltd ("CA Auto").

## What happened

In March 2025, Miss B acquired a used car using a personal contract purchase agreement with CA Auto. The car was over three years old, its cash price was £13,393, the agreement was for 60 months, made up of 59 regular, monthly repayments of £319.70, followed by a final payment of £5,278. The repayments also included additional products which were taken out in addition to being supplied a car. CA Auto said the car's mileage at the point of supply was 35,024 miles.

Miss B said the car began to show electrical issues within a few weeks of being supplied it. Miss B said she saw warning lights appearing on the car's dashboard, the power steering failing, wipers turning on with no input from herself. Miss B also said on one occasion the car's engine turned off by itself while it was stationary.

Miss B said she returned the car back to the dealership to be investigated and a courtesy car was provided to her. Miss B was then told that the steering column had been replaced under warranty and that this was the source of the issues she was experiencing.

Miss B collected the car towards the end of May 2025 and said that she didn't want the car repaired and she thought that the car was going to be replaced.

Miss B complained to CA Auto in June 2025 and asked to reject the car. She said the electric issues she experienced were still present with the car. Miss B took a video of the car's dashboard, with its mileage at 35,170 miles. Several warning lights were displayed on the dashboard, such as the engine management light ("EML").

CA Auto issued their final response towards the end of July 2025, where they explained that they were pleased to hear the car was repaired and believed the issue was resolved by the dealership. As a gesture of goodwill, they offered a 50% refund of one monthly repayment (£159.85).

Unhappy with CA Auto's response, Miss B referred her complaint to our service. Miss B explained that issues with the car reappeared around three weeks after the car was repaired. Miss B said the car's mileage towards the end of September 2025 was 35,170 miles.

In October 2025, the car had a diagnostic test completed on it at 35,170 miles. The mechanic concluded that the issue with the car may be due to the battery needing to be replaced. The mechanic also said that further tests may need to be carried out after the battery replacement to check if the correct voltage is being supplied to all components of the car.

Our investigator issued a view where they upheld Miss B's complaint as they were satisfied the car was supplied of unsatisfactory quality and that there was a failed repair carried out to the car. The investigator set out what he thought CA Auto needed to do to put things right.

CA Auto responded and said that they wanted to arrange an inspection of the car. Miss B declined a further inspection of the car, saying that they already had enough opportunities to diagnose the car and repair it. The investigator also thought that an inspection wasn't necessary.

CA Auto asked for the complaint to be referred to an ombudsman. And so it has 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.

Having done so, I'm upholding this complaint and I'll explain why below.

I'm aware I have summarised events and comments made by both parties very briefly, in less detail than has been provided, largely in my own words. No discourtesy is intended by this. In addition, if there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is a fair outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as an alternative to the courts.

Miss B complains about a car supplied to her under a personal contract purchase agreement. Entering into consumer credit contracts such as this is a regulated activity, so I'm satisfied I can consider Miss B's complaint about CA Auto.

When considering what's fair and reasonable, I take into account relevant law and regulations. The Consumer Rights Act 2015 ("CRA") is relevant to this complaint. The CRA explains under a contract to supply goods, the supplier – CA Auto here – has a responsibility to make sure goods are of satisfactory quality. Satisfactory quality is what a reasonable person would expect – taking into account any relevant factors.

I would consider relevant factors here, amongst others, to include the car's age, price, mileage and description. So, it's important to note that the car Miss B acquired was used, under four years old, had been driven around 35,000 miles and cost around £13,400. I think a reasonable person would accept that it would not be in the same condition as a new car and was likely to have some parts that are worn.

What I need to consider is whether the car was of satisfactory quality when it was supplied. And in order to do that, I first need to consider whether the car developed a fault.

#### Had the car developed a fault?

It isn't in dispute here that the car developed a fault. I say this because both Miss B and CA Auto in their final response confirmed that the car's steering column was replaced. This was following Miss B saying she experienced several issues with the car.

Considering the above, I think it is likely there was a fault with the car, as I wouldn't expect there to be a need to replace the steering column if there wasn't.

#### Was the car of satisfactory quality at the point of supply?

Considering the fault presented itself shortly after the car was acquired, I'm satisfied the fault was likely present or developing at the point of supply.

### Remedies under the CRA

I've gone on to think carefully about the remedies available to Miss B under the CRA. I've also thought carefully about the time that has elapsed, and the opportunity CA Auto has had to resolve any issues with the car, alongside what has occurred since its repair.

CA Auto believe the issue with the car was resolved by the repair to the steering column being carried out. On the other hand, Miss B strongly feels the issue with the car persists and has supplied a video to show the errors appearing on the car's dashboard. Miss B has also supplied a diagnostic completed by a third-party to show that the car's battery may need replacing as it wasn't holding any charge. Both the video and the diagnostic show the car's mileage at the time was 35,170 miles. So, the car had been driven less than 150 miles from the point of supply by Miss B.

Section 24(5) of the CRA says:

*"a consumer who has ... the right to reject may only exercise [this] and may only do so in one of these situations – (a) after one repair or replacement, the goods do not conform to contract."*

This is known as the single chance of repair. And this applies to all issues with the goods, and to all repairs i.e. it's not a single chance of repair for the dealership *and* a single chance of repair for CA Auto – the first attempted repair is the single chance at repair. What's more, if a different fault arises after a previous repair, even if those faults aren't related, the single chance of repair has already happened – it's not a single chance of repair per fault.

In this case, there was an attempt to repair the car by the dealership who carried out a replacement to the steering column. And then, a few days later, Miss B says the same issues she had with the car reappeared. While I appreciate CA Auto would like an inspection carried out to the car, I'm satisfied from what Miss B has supplied that there is still an issue with it. I don't think Miss B would have stopped using the car and driven less than 150 miles from the point of supply if it didn't have an issue with it. And so, I don't think an inspection would provide any other information, other than to delay things further.

I'm satisfied CA Auto have already had the opportunity to repair the car and I think it failed or the car had an underlying fault that was never put right. It follows that I think it is fair and reasonable for Miss B to be allowed to now reject the car.

My understanding is that the car hasn't been in use since July 2025. And that only around 150 miles have been driven in the car. So, I think it is fair and reasonable that any monthly repayments she has made towards the car since July 2025 onwards should be reimbursed to her by CA Auto.

### Distress and inconvenience

Miss B has explained the impact this complaint has had on her and I'm mindful she has had to rely on family to stay mobile, as she stopped using the car due to the issues present with it. In the circumstances, I think it is fair and reasonable that CA Auto pay Miss B £250 for the distress and inconvenience caused.

## **My final decision**

For the reasons I've explained, I uphold this complaint and I instruct CA Auto Finance UK Ltd to put things right by doing the following:

- End the agreement ensuring Miss B is not liable for monthly rentals after the point of collection (it should refund any overpayment for these if applicable).
- Collect the car (if this has not been done already) without charging for collection.
- Reimburse Miss B her monthly repayments made from July 2025 to when the agreement ends and the car is collected. \*
- Pay Miss B £250 to reflect the distress and inconvenience caused.

\* These amounts should have 8% simple yearly interest added from the time of payment to the time of reimbursement. If CA Auto considers that it's required by HM Revenue & Customs to withhold income tax from the interest, it should tell Miss B how much it's taken off. It should also give Miss B a tax deduction certificate if they ask for one, so they can reclaim the tax from HM Revenue and Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 19 March 2026.

Ronesh Amin  
**Ombudsman**