

The complaint

Mrs E is unhappy that a car supplied to her under a Personal Contract Purchase (PCP) agreement with CA AUTO FINANCE UK LTD (CA) was of unsatisfactory quality.

When I refer to what Mrs E or CA have said or done, it should also be taken to include things said or done on their behalf.

What happened

In January 2023, Mrs E acquired a used car through a PCP with CA. The car was first registered in December 2020 and the finance agreement confirmed it travelled around 12,000 miles. The cash price of the car was £21,550 and she paid an advance payment of £2,000. The amount of credit was for £19,550 and the duration of the agreement was 49 months; with 47 monthly payments of £317.30 and a final payment of £12,382.

In April 2023, Mrs E reported the stop-start system wasn't working. The car was charged, but the problem persisted. Mrs E also reported intermittent issues with the air conditioning (AC). In February 2024, the wiring loom was replaced which resolved the AC issues. However, Mrs E says the stop-start system remains faulty, despite multiple attempts to repair it – so asked to reject the car in May 2025.

CA didn't uphold Mrs E's complaint. It said she'd had the car for over two years and travelled around 16,000 miles. It considered the wiring loom repair had resolved the stop-start fault, and the ongoing problems were due to Mrs E not using the car enough to maintain the battery charge needed for the system to work as it should.

Our Investigator reviewed matters and upheld the complaint. They said Mrs E had shown there was still a fault with the stop-start system, so was persuaded the previous repairs had failed – meaning she now has the right to reject the car.

CA didn't agree. In summary, it said multiple thorough diagnostics found the stop-start issues to relate to low battery voltage, rather than a fault with the system itself. The underuse of the car resulted in the battery not maintaining sufficient charge to activate the stop-start functionality. And once recharged, the system worked without fault.

As no agreement was reached, the matter was passed to me to decide. I issued a provisional decision, setting out my intention to not uphold the complaint. I said:

Mrs E acquired the car using a PCP 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 Mrs E entered into. Under this agreement, there is an implied term that the goods supplied will be of satisfactory quality. CA is the supplier of the car and therefore responsible for complaints about its 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. In this case those

relevant circumstances include, but are not limited to, the age, mileage and cash price of the car at the point of supply. 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.

In Mrs E's case the car was used, with a cash price of £21,550. It had covered around 12,000 miles and was around two years old when she acquired it. It would be unreasonable to have the same expectations as if the car was brand-new. But I also note this is a relatively young car, with what I consider to be a considerable cost and low mileage. I think it's reasonable to expect a car of this age and mileage to have suffered a degree of wear and tear – and that it would require some level of repair and maintenance sooner than a newer one. But I also think a reasonable person would have high expectations of its quality and performance. I wouldn't expect the car to be supplied with any significant faults, and I would expect it to be sufficiently safe and durable.

It doesn't seem to be disputed there were some electrical issues with the car, or that these rendered the car of unsatisfactory quality when it was supplied to Mrs E. Repairs have been carried out at no cost to Mrs E and she was kept mobile with a courtesy car while these took place – as I'd expect.

Outside of the first 30 days of the agreement, during which a consumer has a short-term right to reject, the CRA says a consumer has a right to reject if the goods do not conform to contract after one repair or replacement. The CRA is clear that, if the single chance at repair fails, then the customer has the right of rejection. So, what I need to consider here is if there is an ongoing fault that would make the car of unsatisfactory quality - and CA's opportunity to repair it failed.

Mrs E has confirmed the wiring loom replacement, carried out in February 2024, resolved the intermittent problems she was experiencing with the AC. However, she says the stop-start fault has persisted.

I've carefully considered Mrs E's version of events and the evidence provided by both parties. Having done so, I'm satisfied Mrs E has experienced ongoing issues with the stop-start functionality following the repairs carried out. I say this because she's provided a diagnostic report dated September 2025, confirming this wasn't working. What I therefore need to consider is whether the issues Mrs E continued to experience were the result of an ongoing, underlying defect that would make the car of unsatisfactory quality.

The manufacturer of Mrs E's car has published guidance setting out the limitations of use of the auto stop-start function. This confirms multiple conditions under which the function may not work, including low battery level. The dealership has confirmed the auto stop-start requires at least 75% state of charge to work.

Following the replacement of the wiring loom in February 2024, I haven't seen that Mrs E reported any further issues with the stop-start until November 2024 – around nine months later. The invoices provided show Mrs E travelled around 3,000 miles within this time, which I consider to be minimal mileage compared to the UK average. I therefore find it plausible that this wasn't sufficient mileage to maintain battery charge of 75% or above. The job notes also confirm the battery was charged, which resolved the problem.

I've considered that the battery management system (BMS) sensor was also replaced in November 2024. But even if this component failing was the sole cause of the ongoing issues, and I was satisfied this made the car of unsatisfactory quality, Mrs E agreed to repair - so she wouldn't be able to reject the car unless this repair failed.

Following this repair, there was a further six-month period before Mrs E reported the auto stop-start issue again. An MOT carried out in March 2025 shows Mrs E had covered just over 1,000 miles in four months, before she reported the issue again in May 2025.

The diagnostic report obtained by Mrs E in September 2025 does confirm the auto stop-start had stopped working. But there is no mention of an ongoing fault with the BMS sensor. It also says a battery test was carried out but no fault is noted, and it confirms the stop-start worked during a road test following a recharge of the battery. This further persuades me the issues Mrs E experienced with the auto stop-start related to the low battery charge, which was more likely than not the result of the low mileage she'd covered in the car over many months.

So, in summary, job invoices dating back to April 2023 note the battery being recharged to resolve the stop-start issue. And the repairs carried out in February 2024 resolved issues relating to the AC and a rear light remaining permanently on - which would've impacted the battery life. I haven't seen any evidence that confirms a fault with the battery or stop-start system itself – or any other ongoing fault that would be causing the issue or render the car of unsatisfactory quality at point of supply. Mrs E also confirmed the function worked when the car was returned to her by the dealership previously, and her chosen garage in September 2025 – where no repairs were carried out and the battery was simply recharged. Based on the above, I'm persuaded, on balance, it's more likely than not the ongoing issues Mrs E experienced with the auto stop-start related to insufficient use of the car to maintain the battery life required for the function to operate, rather than a fault.

I understand this will come as a significant disappointment to Mrs E, but for the reasons I've explained above, I find there to be insufficient evidence of an ongoing fault that would render the car of unsatisfactory quality. It follows that I don't intend to conclude she can reject the car, or that CA needs to do anything further to put things right.

Responses to my provisional decision

I invited both parties to respond with any further points or evidence they wanted me to consider before I issued my final decision on this complaint.

CA confirmed it had nothing further to add. Mrs E didn't agree. She further detailed the timeline of events and ongoing challenges she faced with the car, including lengthy delays in resolving the problems with it. She also explained the lack of functioning stop-start diminished the car's value, making it difficult to sell without leaving a deficit for her to pay to settle the agreement.

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 those set out in my provisional decision.

I'd like to thank Mrs E for further clarifying the timeline of events and the impact this matter has had on her. I was very sorry to hear of the difficulties she's faced. I'd like to assure her I've read and taken into consideration everything she's said when reaching my decision. If I've not reflected something that's been said it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. I say this because I'm aware I've summarised her response in significantly less detail, and in my own words. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding

what a reasonable outcome is.

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.

Mrs E says it took the dealership three months to repair the car, and it caused delay by ordering the wrong loom initially. I don't doubt this would've been frustrating, but I also need to consider that she was kept mobile with a courtesy car during this time, minimising the inconvenience caused. Mrs E says she paid hundreds of pounds for bridge crossing costs during this time. I haven't seen evidence of these costs – or that they were incurred as a direct result of being supplied with a car of unsatisfactory quality. So, I don't consider it reasonable to hold CA liable for these costs.

Mrs E says between February and November 2024, following the repairs, she was considering selling the car privately. However, the ongoing stop-start fault made it difficult to sell and diminished the car's value. She says she reached out to the dealership for support with selling the car and was advised to wait, as it was too early into the agreement for the car's value to cover the outstanding finance – or to attempt a private sale. She said she tried to sell the car privately through family and friends but struggled to find a buyer due to the ongoing issues. She therefore asked the dealership to assist in resolving the persisting issue to avoid the need to disclose the fault and reduce the sale price.

The dealership further inspected the car in November 2024, and replaced the battery, battery module and the battery monitor sensor. Mrs E said she was assured this would resolve the issue so she could proceed with the sale, but this wasn't the case.

I've carefully considered what Mrs E has told us, but I haven't seen any mechanical evidence that shows the stop-start didn't work between February and November 2024. I also haven't seen anything that shows Mrs E was unable to sell the car due to an ongoing stop-start fault following the repair carried out in February 2024, or any impact on the car's value because of this.

The dealership provided an email chain that shows Mrs E contacted them regarding the sale of the car in March 2025, shortly before asking to reject the car. Within these emails, it's clear selling the car had been discussed over the phone. The dealership said Mrs E told them she wished to return the car because she no longer needed it, as she'd obtained another car through a disability scheme. In line with Mrs E's testimony, the dealership said they advised her to wait given the significant negative equity, as she hadn't paid enough towards the agreement for the car's value to settle the amount outstanding.

So, there are conflicting testimonies here in relation to the timeline of events relating to the sale of the car, and reasons for Mrs E wanting to sell it. But regardless of when Mrs E tried to sell the car, or the reasons why, what I need to consider here is if the available evidence shows there was an ongoing fault with the car that rendered it of unsatisfactory quality. And for the reasons set out in my provisional decision, I don't think it does.

While the car was returned to the dealership due to the stop-start not working in November 2024, I haven't seen any evidence that shows when this issue reoccurred following the February 2024 repair, or that Mrs E reported the problem persisting between February and November 2024. I've considered that a fault was found with the BMS sensor and repairs were carried out, but I haven't seen anything that confirms this as the cause of the stop-start issue. The dealership confirmed the battery was also replaced as a goodwill gesture, even though it wasn't found to be defective – which is further supported by earlier job notes that confirm no issues were found with the battery on testing. The job notes also confirm the car

fuel was low, which is why the stop-start function wasn't available.

As the stop-start stopped working again following this repair, I'm not persuaded the issue with the BMS sensor was causing the problem Mrs E reported – and I've not seen anything that shows a BMS fault persists. As I've explained within my provisional decision, the available evidence shows the lack of functioning stop-start reoccurred some months following the repair, after little mileage had been covered in the car to maintain battery life. And it worked without any issues following a battery recharge – which was also confirmed by Mrs E.

I therefore maintain that I'm persuaded, on balance, that it's more likely than not the issues Mrs E experienced with the stop-start function were a result of insufficient battery charge – rather than a fault with the system itself. The faults initially identified with the car would've impacted the car's ability to hold charge. And since those faults have been repaired, the mileage Mrs E has covered in the car over lengthy periods of time has been minimal – and most likely insufficient to maintain the 75% battery charge required for the stop-start function to work. No fault with the battery has been identified, and the stop-start function has worked following the battery being recharged.

As I consider there to be insufficient evidence of an ongoing fault with the car, I don't find the repairs have failed or that the car remains of unsatisfactory quality. I know this will come as a significant disappointment to Mrs E, but for the reasons I've explained, I won't be asking CA to allow rejection or do anything further.

My final decision

For the reasons I've explained, I don't uphold Mrs E's complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E to accept or reject my decision before 20 February 2026.

Nicola Bastin
Ombudsman