

## **The complaint**

Mr B complains that a car he acquired via a conditional sale agreement with Close Brothers Limited trading as Close Brothers Motor Finance wasn't of satisfactory quality. He would like to reject it and cancel the agreement.

## **What happened**

In May 2023 Mr B acquired a used car via a five-year conditional sale agreement with Close Brothers. The car was 8 years old and had a mileage of around 102,000.

Mr B says when he took the car from the dealer there was a lens cover missing from an indicator, the spare wheel cover was missing, badges were missing and there were chips and cracks in the windscreen. Mr B also says the car made a knocking noise when driving over speed bumps.

Mr B contacted the dealer who had supplied the car. The dealer agreed to replace the lens cover and sent him the part but unfortunately it didn't fit so the dealer said they would order another one. The dealer also advised Mr B to contact the warranty company about any necessary repairs.

Mr B says that one of the car's stabiliser arms collapsed when he was driving which was repaired under the warranty.

Mr B complained to Close Brothers about the condition of the car and asked for reimbursement of the cost of repairs he had carried out. Close Brothers contacted the dealer who said the car's spare wheel cover wasn't missing because it is in a casing and that there were no faults with the windscreen when Mr B had collected it. They said the car had been MOT'd two days before Mr B had acquired it. They also said the repairs had been undertaken under the warranty and the lens cover was on order.

Close Brothers didn't uphold Mr B's complaint. It said repairs had been carried out at no cost to Mr B; that there wasn't any evidence that the windscreen had been chipped or cracked at the time the car had been supplied to him and any repairs he had arranged hadn't been authorised and so it wouldn't be able to reimburse those costs.

Mr B was unhappy at the response from Close Brothers and complained to this service. Our investigator didn't recommend Mr B's complaint should be upheld. She said that due to the age and mileage of the car it would be reasonable expect it to have suffered wear and tear and for repairs and maintenance to be required.

Our investigator said that the car appeared to have had faults at the point of supply as there had been a repair in June 2023 to the car's stabilisers which had been covered by the warranty company. However, she said that under the Consumer Rights Act 2015, the retailer does have the right to have an opportunity to undertake a repair before the car can be rejected.

In respect of the repairs, Mr B was seeking reimbursement for, our investigator said she

hadn't seen any evidence from Mr B about those repairs nor had he provided evidence of any other existing faults with the car.

Our investigator said that the evidence didn't support there had been faults with the windscreen at the point of supply. And that in respect of the missing items, the dealer had said parts had been sent to Mr B. She said these missing items wouldn't make the car of unsatisfactory condition as Mr B had accepted the car in that condition and these missing items didn't form part of the car's advert. She said Mr B should raise these missing items with the dealer.

Mr B disagreed with our investigator's view. He says the parts were promised and not received and he had had to buy the badges that had been missing. He said the lens cover was still missing.

As the parties were unable to reach an agreement the complaint was passed to me.

### **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.

When looking at this complaint I need to have regard to the relevant law and regulations, but I am not bound by them when I consider what is fair and reasonable.

As the conditional sale agreement entered into by Mr B is a regulated consumer credit agreement this service is able to consider complaints relating to it. Close Brothers is also the supplier of the goods under this type of agreement and is responsible for a complaint about their quality.

Under the Consumer Rights Act 2015 there is an implied term that when goods are supplied the quality of the goods is satisfactory. The relevant law says that the quality of the goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, price and all other relevant circumstances.

The relevant law also says that the quality of the goods includes their general state and condition, and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of the quality of the goods.

Here the car was around eight years old and had a mileage of about 102,000. So, some issues of maintenance and repair would be expected over time. I've seen that car developed a fault with its stabilisers within a short time of Mr B acquiring it. This fault was repaired at no cost to Mr B under the warranty. So, although this issue was likely to have been present at the point of supply it wouldn't entitle Mr B to reject the car for not being of a satisfactory quality. That's because under the Act the retailer has the right to carry out a repair which it did. I haven't seen any evidence that this repair wasn't successful.

I've seen that Mr B has also complained about other issues with car. These are a missing indicator lens cover, a missing spare wheel cover, missing badges and chips and cracks in the windscreen. He says that he had repairs undertaken and is seeking reimbursement for those costs. He says the car isn't of satisfactory condition and he wishes to reject it and cancel the agreement.

Mr B has provided copies of texts he swapped with the dealer. And although I have seen the dealer had sent him a replacement lens that didn't fit and offered to re-order that part for him, I haven't seen that they offered to replace any badges or the spare wheel cover. The dealer

advised Close Brothers that there was no cover for the wheel because it has casing around it. They also said there was no fault with the windscreen when the car had been supplied to Mr B. I don't have enough evidence to say that providing a wheel cover and/or replacing the badges was part of the agreement when the car was supplied to Mr B.

I don't know what repairs Mr B had undertaken on the car as there aren't any invoices or job cards other than the repair to the stabilisers. And while I appreciate there are photos of the car's windscreen, I can't reasonably say I have enough evidence to say that the windscreen was in that condition at the point of supply. The evidence provided by the MOT would support that any chip or crack to the windscreen occurred after Mr B had taken the car and so wouldn't be the responsibility of Close Brothers.

In respect of the possible missing spare wheel cover, the missing badges and indicator lens cover I also don't think it's reasonable to say that these faults (if they are faults in terms of the spare wheel cover) are such that the car, taking into account its age and mileage, was of unsatisfactory quality and rejection would be proportionate. The dealer has attempted to replace the lens cover and if Mr B hasn't received the ordered part, he should chase that up with the dealer. I think it's reasonable to say Mr B accepted the car without the badges and spare wheel cover being present.

So, although I appreciate this will be of disappointment to Mr B I'm not upholding his complaint. I don't think Close Brothers acted unfairly in not agreeing to Mr B rejecting the car.

### **My final decision**

For the reasons set out above I'm not upholding Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 17 April 2024.

Jocelyn Griffith  
**Ombudsman**