

The complaint

Mr H complains about the quality of a car he has been financing through an agreement with Close Brothers Limited (Close Brothers).

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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.

I know it will disappoint Mr H, but I don't think there is sufficient evidence the faults the car is currently experiencing were developing when it was supplied to him and are, therefore, Close Brother's responsibility. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr H acquired his car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The Consumer Rights Act (2015) is the relevant legislation. It says that the car should have been of satisfactory quality when supplied. If it wasn't then Close Brothers, who are also the supplier of the car, are responsible. The relevant law also says the quality of goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances.

In a case like this which involves a car the other relevant circumstances would include things like the age and mileage at the time the car was supplied to Mr H. The car here was about six years old and had already completed about 73,600 miles.

An old car with a high mileage will not be expected to be as good as a newer car with a low mileage, but it should still be fit for use on the road, in a condition that reflects its age and price.

The relevant legislation explains that if the fault occurs within the first six months we are to assume it was present at the point of supply, when Close Brothers were responsible for the car's quality. Mr H reported problems with the turbos and an oil leak from a cracked rocker cover, after he had been in possession of the car for about 18 months and had driven it for

about 31,000 miles. I think the onus is, therefore, on him to demonstrate that the problems are not due to what could be considered normal wear and tear and were instead most likely to have been present or developing when the car was supplied to him.

To support that assertion Mr H has referred us to the garage who investigated and fixed the problems in November 2023, a little over two years after the car was supplied to him. The technician at that garage has suggested that poor repairs to the car prior to Mr H taking receipt of it have been the cause of the problems. The invoice provides further information and says:

“...Turbos fitted incorrectly brackets missing, bolts missing snapped in cylinder head and engine block...both turbos have failed... major oil leak from top of rocker cover. Replace broken vac pipes hose and pressure valve that were broken. Repair engine wiring loom”

Research suggests that the missing brackets would help to support the turbos when assembling and disassembling the exhaust system. The bolts appear to have been those that secured those brackets in place. But even without the brackets it seems the turbos were still bolted to the exhaust manifold and attached with rigid pipes, so it doesn't seem that the connection to the brackets was essential for their operation, and I don't think I have sufficient evidence to demonstrate how those missing brackets or broken bolts could have caused the turbos to fail. It seems likely that the failure is linked to a lack of oil in the turbos and as there was an oil leak from the rocker cover that may have been the source of the problem. But if that was the case I don't think I have sufficient evidence to suggest the rocker cover leak had been there when Mr H took receipt of the car. The repairing garage thought it may be the case that the rocker cover had been damaged at some point prior to supply and when the turbos were repaired. But I don't think there's any evidence to back up that suggestion.

Mr H was able to complete over 31,000 miles in 18 months before he reported a problem with the turbos. On balance, while I understand his disappointment with the car and his frustration at being asked to pay so much to repair it, I don't think I have sufficient evidence to suggest the turbos or rocker cover failed due to a problem that was present when the car was supplied to him.

Mr H has also complained about problems with the exhaust back box, but that's not an issue Close Brothers have been asked to consider yet. Mr H will, therefore, have to refer that complaint point to Close Brothers. If he is dissatisfied with their response he can then escalate his complaint to this Service. I can also see that in June 2022, Mr H had problems with the alloys on the car and with a brake disc. Close Brothers provided their final response on those issues in June 2022 and explained that Mr H had the right to escalate his complaint to this Service within six months of the date of that final response. As Mr H didn't refer a complaint about that issue in time I can't consider that here.

My final decision

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 1 May 2024.

Phillip McMahon
Ombudsman