

## **The complaint**

Miss B is unhappy with the quality of a car supplied by Close Brothers Limited using a conditional sale agreement.

## **What happened**

In March 2022 Miss B entered into a conditional sale agreement with Close Brothers for a used car. The car was around 12 years old and had been driven for 118,000 miles. The cash price was £6,450.

In December 2022, after concerns over the car leaking oil, Miss B took her car to a manufacturer approved garage. The garage retorqued all cylinder head bolts and cleaned down the area. They also suggested that the cylinder head cover sealant and bolts should be replaced. The car's mileage at this time was 124,394.

The engine oil continued to drop and so in October 2023, Miss B contacted the dealership. Among other issues they said that there was an oil leak from the rear cylinder head which required repair before an oil consumption test could be carried out. They suspected there was modified pistons and conrods which were contributing to the oil consumption.

Unhappy that there were so many issues with her car, Miss B then complained to Close Brothers who paid for an independent inspection report to be carried out. The car's mileage at the time of the report was 132,227.

The report said that they didn't think the current issues with the car would've been present or developing when Miss B acquired it. They instead said the issues were as a result of wear and deterioration and were not uncommon for a car of this age and mileage. The report incorrectly cited the mileage at the point of sale and also said the engine management light was on, which Miss B disputed.

Close Brothers issued their final response letter and said that because the independent inspection said the problems were not present at the point of sale they couldn't allow Miss B to reject the car. They offered £250 which they had already paid toward the inspection report and a further £250 as a gesture of goodwill for repairs to the car.

Unhappy with their response, Miss B brought her case to us.

An investigator looked into things and said they were persuaded by the independent inspection report. And so, they thought the car was of a satisfactory quality when Miss B acquired it so didn't think Close Brothers had done anything wrong.

As Miss B disagreed with the investigator's findings, the case has been passed to me to review.

## **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.

Miss B acquired her car using a conditional sale agreement and so The Consumer Rights Act 2015 is the relevant legislation for this complaint. The Act sets out expectations and requirements around the quality of goods supplied. In summary, goods should be of satisfactory quality. Satisfactory quality is essentially based upon what a reasonable person would consider to be satisfactory. In instances like this when considering the quality of a car, the age, mileage and price are some of the things that I think would be considered to be reasonable to take into account.

If the purchased goods are found to be defective after 30 days but within six months, then the supplier must be given one opportunity to repair or replace the goods.

It isn't in dispute that there is currently a fault with Miss B's car relating to the oil. But I need to decide if these faults mean the car wasn't of satisfactory quality when it was acquired.

To do this, I've considered the independent inspection report. I know that Miss B has expressed concerns because it stated the mileage was 119,000 miles when she got the car when it was actually 118,000. She also doesn't agree that the engine management light was on as it isn't something she experienced before.

I don't think the discrepancy in the recorded mileage is so different that it undermines the findings of the report. And I know that Miss B hasn't experienced the engine management light being on before, but I don't think that means it wasn't on when the car was inspected. So, whilst I appreciate Miss B's strength of feeling about the accuracy of the report, I can't ignore that it was carried out by an expert in car mechanics. And overall, I find its findings persuasive on whether the issues were present or developing at the point of sale.

I've considered that the car was around 12 years old when Miss B acquired it. And I've also thought about its mileage and the price Miss B paid for it. Bearing all this in mind, I can't say that the car was of unsatisfactory quality when Miss B got it.

Miss B has sent us information on issues that may occur with cars similar to hers. And I would like to reassure her that I have considered what she has sent. However, there is no evidence which suggests the issues she has with her car are linked to these manufacturing problems.

So, it follows that as I don't think the issues Miss B has with her car were present or developing at the point of sale, I don't think Close Brothers Limited needs to do anything more in this case.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 30 May 2025.

Ami Bains  
**Ombudsman**