

## **The complaint**

Miss S complains that a car that was supplied to her under a conditional sale agreement with Close Brothers Limited, trading as Close Brothers Motor Finance, wasn't of satisfactory quality.

## **What happened**

A used car was supplied to Miss S under a conditional sale agreement with Close Brothers Motor Finance that she electronically signed in May 2022. The price of the car was £15,995, Miss S made an advance payment of £1,600 and she agreed to make 60 monthly payments of £347.12 to Close Brothers Motor Finance.

Miss S complained to Close Brothers Motor Finance about issues with the car but it said, in November 2023, that she hadn't provided evidence that the fault was present or developing when the car was supplied to her so it hadn't been able to progress with the investigation of her complaint. Miss S wasn't satisfied with its response so complained to this service.

Miss S then arranged for the car to be inspected by a garage and it found that the engine auxiliary belt had snapped and caused multiple faults including damage to the wiring loom (and possibly the crankshaft oil seal as oil was leaking from the area) and many fault codes. Close Brothers Motor Finance arranged for the car to be inspected by an independent expert in May 2024 but it said that the faults wouldn't have been present at purchase.

Miss S's complaint was looked at by one of this service's investigators who, having considered everything, didn't think that it should be upheld. She didn't think that Close Brothers Motor Finance had supplied Miss S with a car which was of unsatisfactory quality.

Miss S didn't agree with the investigator's recommendation and asked for her complaint to be considered by an ombudsman. She says that she was experiencing engine and gearbox problems with the car two months after purchase and she had to repair those problems and other issues at her own expense because the dealer was ignoring her and those issues should have been under the warranty. She also says that there were engine fault codes so there must have been a previous fault with the engine before her purchase of the car which reoccurred.

## 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.

Close Brothers Motor Finance, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Miss S. Whether or not it was of satisfactory quality at that time will depend on a number of factors, including the age and mileage of the car and the price that was paid for it. The car that was supplied to Miss S was about nine years old, had been driven for about 83,000 miles and had a price of £15,995. Satisfactory quality also covers durability which means that the components within the car must be durable and last a reasonable amount of time – but exactly how long that time is will depend on a number of factors.

The car was supplied to Miss S in May 2022 and she's provided a *"Pre Scan Vehicle System Report"* from July 2022 which identified some issues with the car including: *"Gear Actuator 2 Not Adjustable"*. She's also provided invoices for work on the car by a manufacturer's dealer in September 2022, at least some of which look to have been paid for under a warranty, but I can see no reference on those invoices to a fault with the car's gearbox. Miss S has also provided a manufacturer's health check report on the car from July 2023 which identified issues with the car, including: *"Slight sporadic judder from gearbox at slow speed"*.

It's clear that there were then significant issues with the car and Miss S paid for a fault diagnostic test and visual inspection on the car in December 2023 when its mileage was 125,239. The garage found that the engine auxiliary belt had snapped and caused multiple faults including damage to the wiring loom (and possibly the crankshaft oil seal as oil was leaking from the area) and many fault codes.

Miss S sent the garage's report and other evidence to Close Brothers Motor Finance and she said that the car isn't fit for purpose and requested that it was picked up as she could no longer afford to keep up with the finance as she's unemployed and can't afford to keep repairing the car. Close Brothers Motor Finance arranged for the car to be inspected by an independent expert in May 2024. The inspection report said:

*"We would conclude that we were unable to confirm the gearbox sticking as the vehicle was not started due to the auxiliary belt shredded, wiring loom trapped to the idler pulley and when placing the ignition on fuel spraying out. We would recommend that these faults are rectified before the vehicle can be tested in its running condition and to also be road tested. We would consider, with the elapsed time and mileage covered in the vehicle, the faults would not have been present at purchase".*

There have clearly been issues with the car but it was about nine years old and had been driven for about 83,000 miles when it was supplied to Miss S and its mileage when the auxiliary belt snapped was 125,239 so she's been able to use the car to drive about 42,000 miles. Some issues with the car have been repaired but the car passed MOT tests in May 2022 and May 2023 (when its mileage was recorded as 111,077) and no advisories about gearbox or engine issues were listed.

I don't consider that there's enough evidence to show that there was an issue with the car's auxiliary belt that caused the car not to have been of satisfactory quality when it was supplied to Miss S. And I'm not persuaded that it would now be fair or reasonable for me to require Close Brothers Motor Finance to allow Miss S to reject the car, to end the conditional sale agreement or to take any other action in response to her complaint.

The car needs repairs to the issues that were identified in December 2023 but Miss S says that she can't afford to keep repairing the car. Miss S cancelled her direct debit for her monthly payment to Close Brothers Motor Finance in October 2023. I appreciate that my decision will be disappointing for Miss S and I suggest that she now contacts Close Brothers Motor Finance to discuss her financial situation and the options that are available to her under the conditional sale agreement. Close Brothers Motor Finance is required to respond to any financial difficulties that she's experiencing positively and sympathetically.

### **My final decision**

My decision is that I don't uphold Miss S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 18 November 2024.

Jarrold Hastings  
**Ombudsman**