

The complaint

Mr D is unhappy that a car supplied to him under a conditional sale agreement with Close Brothers Limited trading as Close Brothers Motor Finance was of an unsatisfactory quality.

What happened

In January 2024, Mr D was supplied with a used car through a conditional sale agreement with Close Brothers. He paid an advance payment of £1,000 and the agreement was for £11,450 over 60 months; with 59 monthly payments of £276.61 and a final payment of £286.61. At the time of supply, the car was almost 12 years old and had done 80,924 miles.

The car broke down shortly after it was supplied to Mr D. The supplying dealership replaced the shock absorbers, top mounts, and front brakes at no cost to Mr D. The car then passed an MOT on 6 April 2024, when it had done 83,239 miles, with no advisories. There were subsequent problems with the door locks and reversing camera, which were again fixed by the dealership at no cost to Mr D.

In June 2024, the car broke down as the ABS pump (part of the braking system) had failed, and there were associated electrical issues. Mr D has said that an attempt to repair this failed, and that he hadn't been able to use the car since. So, he complained to Close Brothers on 5 September 2024. They arranged for the car to be inspected by an independent engineer, and this took place on 12 November 2024 when the car had done 84,953 miles – around 4,000 miles after it was supplied to Mr D.

The independent engineer confirmed there were issues with the ABS system but concluded *“with the elapsed time and mileage covered in the vehicle, it is considered that the faults would not have been present at the time of sale ... any preowned vehicle can suffer wear and deterioration which develops after sale and requires maintenance repairs to be completed to keep the vehicle in a serviceable state ... had this condition been present in the point of sale we would have expected to have materialised within the first 1000 miles of use commonly on electrical failure [sic].”*

Based on this report, Close Brothers didn't uphold Mr D's complaint. However, they refunded the September, October, and November 2024 payments, and paid Mr D £150, due to the time Mr D was without use of the car while his complaint was being investigated. Mr D wasn't happy with Close Brothers' response, and he brought his complaint to the Financial Ombudsman Service for investigation.

Our investigator said that the ABS pump and associated electrics should last over 100,000 miles but had failed after around 85,000 miles. So, they didn't think the car was sufficiently durable when it was supplied to Mr D, and this made it of an unsatisfactory quality. And they said that Close Brothers should cover the costs of any repairs.

Close Brothers didn't agree with the investigator's opinion. They referred the matter back to the independent engineer who said, *“having taken the age and mileage covered, we would conclude the ABS function and linked faults have been durable. The ABS life expectancy is subject to usage and these components can fail at a much earlier stage in a vehicle service*

life. From an engineering perspective with the miles covered, it would not be deemed unusual for this type of failure.”

I issued a provisional decision on 13 August 2025, where I explained my intention not to uphold the complaint. In that decision I said:

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint. 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.

In considering this complaint I’ve had regard to the relevant law and regulations; any regulator’s rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mr D was supplied with a car under a conditional sale agreement. This is a regulated consumer credit agreement which means we’re able to investigate complaints about it.

The Consumer Rights Act 2015 (‘CRA’) says, amongst other things, that the car should’ve been of a satisfactory quality when supplied. And if it wasn’t, as the supplier of goods, Close Brothers are responsible. What’s satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle’s history and its durability. Durability means that the components of the car must last a reasonable amount of time.

The CRA also implies that goods must conform to contract within the first six months. So, where a fault is identified within the first six months, it’s assumed the fault was present when the car was supplied, unless Close Brothers can show otherwise. So, if I thought the car was faulty when Mr D took possession of it, or that the car wasn’t sufficiently durable, and this made the car not of a satisfactory quality, it’d be fair and reasonable to ask Close Brothers to put this right.

Mr D had some initial issues with the car after it was supplied to him, and these were all fixed at no cost. As such, my decision will focus on the remaining issue, and the fault Mr D raised with Close Brothers in September 2024 – the ABS system.

I’ve seen a copy of the independent engineer’s report, dated 12 November 2024, and the engineer’s follow up comments of 10 March 2025. The key findings of these are detailed above, so I don’t intend to repeat them here. However, I have noted that the engineer also confirmed their duty is to the courts, not to the person who instructed or paid for the report. As such, I’m satisfied this report and subsequent comments are reasonable to rely upon.

Based on the evidence I’ve seen, I’m satisfied the car had an issue with the ABS system – the pump and associated electrics. However, the independent engineer has confirmed that this was not present or developing at the point of sale. They’ve also confirmed that the failure of the ABS system was not as a result of it being insufficiently durable – while an ABS system can be expected to last around 100,000 miles, a failure after around 85,000 miles is not so unreasonable as to make the car of an unsatisfactory quality at the point of supply.

While Mr D has provided evidence of the ABS fault, there’s nothing that contradicts the findings of the independent engineer i.e., there isn’t anything that shows me the fault was either present or developing when the car was supplied OR that the ABS system failed due to it being insufficiently durable.

So, based on the evidence I've seen, I'm satisfied the ABS system failed due to normal in-service wear and tear, and not because the car wasn't of a satisfactory quality when it was supplied to Mr D. As such, and while I appreciate this will come as a disappointment to Mr D, I don't intend to uphold this complaint, and I don't intend to ask Close Brothers to do anything more.

Responses

Neither Mr D nor Close Brothers provided any comments on my provisional 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.

As neither party have said anything to the contrary, I'm taking their lack of comments to mean they don't object to my provisional decision.

As such, I see no compelling reason why I shouldn't now adopt my provisional decision as my final decision.

My final decision

For the reasons explained, I don't uphold Mr D's complaint about Close Brothers Limited trading as Close Brothers Motor Finance.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 25 September 2025.

Andrew Burford
Ombudsman