DRN-5619100

The complaint

Miss C complains that a car that was supplied to her under a hire purchase 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 C under a hire purchase agreement with Close Brothers Motor Finance that she signed in May 2021. The price of the car was £18,790, Miss C made an advance payment of £1,000 and she agreed to make 59 monthly payments of £373.29 and a final payment of £383.29 to Close Brothers Motor Finance.

Miss C complained to Close Brothers Motor Finance about issues with the car and it sent her final response letters in June 2022 and August 2024. It didn't uphold those complaints but agreed to reimburse Miss C for the cost of a replacement key as a gesture of goodwill.

The car was inspected by a garage in January 2025 and it said that there was an oil leak from the bottom of the diesel particulate filter and it suspected that the oil seals in the turbo had failed. Miss C then complained to Close Brothers Motor Finance about those issues and said that she'd like to reject the car. It didn't uphold her complaint and said that, given the length of time that she'd owned the car and the mileage completed, it would need her to provide evidence that the faults would have been present or developing at the point of sale.

Miss C wasn't satisfied with its response so complained to this service. She provided this service in April 2025 with an unpaid invoice for repairs to the car which also recommended that further repairs should be made to the car. Miss C's complaint was then looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. He didn't think that those faults would've been present or developing at the time of sale.

Miss C didn't accept the investigator's recommendation and has asked for her complaint to be considered by an ombudsman. She says she's in no position to pay for further repairs to the car, she paid nearly £20,000 for the car and the only reason that she chose it was so she had peace of mind and a reliable car to drive, and she disagrees that a car at that price should only last four years.

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 C. 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 C was first registered in March 2017 so was more than four years old, the conditional sale agreement shows that it had been driven for 24,682 miles and the price of the car was

£18,790. 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.

Miss C had complained to Close Brothers Motor Finance about issues with the car and the car was then inspected by a garage in January 2025. The garage said that there was an oil leak from the bottom of the diesel particulate filter and it suspected that the oil seals in the turbo had failed. Miss C made another complaint to Close Brothers Motor Finance and it said that it had asked her to provide evidence that the faults were present or developing from the point of sale and it described its requirements for that evidence. It also provided her with contact details for a third party independent inspection company.

I've seen no evidence to show that Miss C provided Close Brothers Motor Finance with the evidence that it had requested but, in April 2025, she provided this service with an invoice for some repairs to the car. The invoice said that the turbo was replaced, a major service was done and the passenger front and rear door locks were replaced. The invoice was for £3,080 and said that it hadn't been paid. The invoice recorded the car's mileage as 78,009 miles. The invoice also said that the water pump, rear main oil seal and rear passenger side window regulator all needed to be replaced and it estimated £1,400 for the repairs. It recommended that the car not be driven until the work was completed.

The car passed an MOT test in April 2025, with an advisory about an oil leak (which was described as not being excessive), and the car's mileage was recorded at that time as 78,010 miles. The car was supplied to Miss C in May 2021 and the mileage shown on the conditional sale agreement was 24,682 miles. The MOT test was nearly four years later and the car was then eight years old and had been driven for about 53,000 miles since it was supplied to Miss C.

Miss C had paid for an exhaust gas recirculation valve to be replaced before she first complained to Close Brothers Motor Finance and her August 2024 complaint included concerns about an engine management warning light, exhaust gas recirculation issues and the diesel particulate filter. I've seen no evidence to show that there was an issue with the car's turbo or door locks until January 2025 or with the water pump and window regulator until the car was repaired in 2025.

I'm not persuaded that there's enough evidence to show that those issues were present or developing when the car was supplied to Miss C. I don't consider that the car would have been able to be driven for 53,000 miles in nearly four years (an average mileage of more than 13,250 miles each year) if those issues had been present or developing when the car was supplied to Miss C. I'm not persuaded that there's enough evidence to show that the car wasn't of satisfactory quality when it was supplied to Miss C.

In her complaint to Close Brothers Motor Finance Miss C said that she'd like to reject the car, but she's said more recently that she'd like it to either pay for the repairs or at least contribute towards the repair costs as she's unable to pay for the repairs. I appreciate that my decision will be disappointing for Miss C, but I find that it wouldn't be fair or reasonable in these circumstances for me to require Close Brothers Motor Finance to allow Miss C to reject the car, to pay for or to reimburse her for any repair costs, to pay her any other compensation or to take any other action in response to her complaint.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 3 October 2025.

Jarrod Hastings
Ombudsman