

The complaint

Mr M complains about the quality of a used car he acquired from Close Brothers Limited ("Close Brothers").

What happened

Mr M entered into a conditional sale agreement with Close Brothers for the supply of a used car on 18 March 2023. The car was around 6.5 years old at the point of supply and had covered approximately 106,000 miles when supplied.

Mr M has told us that he had some issues with the car from the outset. He has said that there were some warning lights from immediately after he got the car, and some work was done under warranty including a replacement air flow sensor and some work on the exhaust gas recirculation (EGR) system. He's also told us there was a low oil level warning light which was resolved after an oil filter and oil change, but that it returned a few months later.

This was now spring 2024, and he's provided evidence of the car being examined by a main dealer who quoted for the repair of a vacuum pump and injector seal, and he had that work done, and they also highlighted the need for a carbon engine clean which he arranged with a third-party garage. But he's said that the engine management light and low oil pressure warning light returned.

He also complained to Close Brothers in April 2024, and they tried to arrange an independent inspection of the vehicle. But after one couldn't be arranged with Mr M, he eventually decided he didn't need one.

Close Brothers issued their final response letter in July 2024 not upholding the complaint. They said that as Mr M had declined the independent inspection offered, they were unable to investigate further and were closing the complaint. They gave him referral rights to our service, and he brought his case here in September 2024.

An investigator here investigated it, and didn't uphold it. They explained that they felt the car having already covered 106,000 miles could be expected to have suffered fairly considerable wear and tear and may need maintenance sooner. They said that there had clearly been some issues with the car, but this didn't mean it was unsatisfactory quality when supplied, and they had seen no evidence that persuaded them that the car had any significant issues when supplied. They highlighted that Mr M had covered over 10,000 miles since acquiring the car, and didn't feel he could have done this if the car had satisfactory quality issues, and they were satisfied that the issues were down to wear and tear for a car of this mileage.

Mr M didn't agree and raised points about the Consumer Rights Act when asking for an Ombudsman to make a final decision. He felt it was clear that he had suffered issues within the first six months, and this meant that the supplier was responsible unless they could prove otherwise. The case has come to me for a final 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.

Having done so, I've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. 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 M 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. But, where a fault is identified after the first six months, the CRA implies that it's for Mr M to show it was present when the car was supplied.

So, if I thought the car was faulty when Mr M 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.

The key section of the CRA to this complaint is where we consider the relevant circumstances about the car, things like age and mileage at the time of sale, and the vehicle's history.

Mr M is adamant that he's shown the car was of unsatisfactory quality within the first six months, so should be able to reject it. I don't agree with this argument however. For a car that had covered 106,000 miles when supplied to be of unsatisfactory quality, the issues being suffered need to be things that wouldn't be expected to happen to a car of that age/mileage. Mr M has provided evidence of problems with oil and oil pressure, and some other issues dealt with through his warranty around replacing sensors and similar.

The specific details he's provided are of things that can happen to a car of this mileage, and form part of the normal expected maintenance required. A car of this age and mileage will likely require more maintenance and repairs than a newer car, and in terms of the CRA, a reasonable person would expect this to be the case.

It's possible that the issues he's suffering may indicate there is a larger more significant underlying problem. But when I think about whether this is likely to be the case, there are two things in my mind. Firstly, have we got any expert evidence of this. Mr M declined to arrange the independent inspection Close Brothers offered to try to diagnose the car. This

sort of report might have provided evidence of more significant underlying problems, but as things stand, we only have quotes and invoices for more routine repairs and maintenance. These issues on their own, don't persuade me that the car is of unsatisfactory quality.

The second issue I consider in deciding this, is what sort of use Mr M has had from the car since it was supplied to him. As was pointed out, when the car was seen at a garage in June 2024, it had covered around 116,500 miles, so 10,000 miles since it had been supplied to Mr M. I can also now see by checking MOT records that by March 2025, the mileage had advanced to just under 122,000 miles. So, in the two years since the car was supplied to him, Mr M has covered 16,000 more miles. This doesn't indicate a car of unsatisfactory quality, and whilst I recognise he has had to carry out various repairs during this period, I am satisfied that those repairs we've seen details for have been to repair or replace parts which have reached their natural end of life.

Mr M's view is that the CRA requires a car to be fit for purpose, and it hasn't been fit for his purpose. I'm afraid this isn't the test as to whether something is satisfactory quality under the CRA. The test is whether a reasonable person would consider the car to be of satisfactory quality or not, considering its age/mileage/history at the time of sale. As already explained, I am satisfied that a reasonable person would say the car was of satisfactory quality when supplied to him.

Mr M has said that the faults developed inside the first six months so it should be assumed they were present and developing at the point of sale. However, I've seen no evidence to persuade me that the issues he says are happening in 2024 when he complained were the same as those he said were happening in 2023 in the first six months. Alongside this, I've not seen any evidence that the issues he suffered in 2023 would mean the car was of unsatisfactory quality.

Alongside this, Close Brothers have a right to investigate problems he is claiming the car has, but he first didn't agree a day and time for the independent inspection they tried to arrange, and then decided he didn't think he needed this inspection to prove his case. I'm afraid that isn't correct. We investigate based on evidence, and he hasn't provided any persuasive evidence that the car is of unsatisfactory quality under the CRA. He's quoted warning lights on the dashboard as proof of faults, but these are warnings to check something out or get it examined. They don't diagnose a fault, a mechanic/engineer is required for that.

Fundamentally, I've seen no persuasive evidence that the car has any issues which impact on whether it is of satisfactory quality under the CRA. There have clearly been some issues with the car over the first year, but the details supplied don't persuade me that anything significant was wrong. A wing mirror was replaced, some further warranty work was carried out with regards to the air flow sensor, the tyre pressure warning system and the EGR system. There were low oil pressure warning lights also mentioned, but this still doesn't appear to have been diagnosed to identify what the problem actually is.

Alongside this, Mr M has raised various concerns about how Close Brothers and the dealership have dealt with him and his complaint. As he's been told, complaint handling is not an activity that our service has any jurisdiction to investigate, so I won't be commenting on those.

I'm sorry that Mr M has had some issues with the car since supply, but when buying a car of this age/mileage, it is expected that more of the parts may be reaching the end of their natural lifespan and may need repair or replacing. Alongside this, the history of the car is always relevant, and when acquiring a car of this mileage, it is impossible to know what sort of driving the car has been subject to in its earlier life, and whether all the recommended

maintenance has been carried out correctly and to schedule. This means that parts can wear out sometimes quicker and sometimes slower, and I need to decide whether issues are fair wear and tear, or something more significant. In this case, on the balance of probabilities, I am satisfied that the problems are most likely wear and tear/maintenance issues, which don't make the car of unsatisfactory quality under the CRA. I won't be asking Close Brothers to do anything more here.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 11 July 2025.

Paul Cronin
Ombudsman