

## **The complaint**

Mr B has complained that a car he acquired, using finance from Close Brothers Limited, wasn't of satisfactory quality at the point of supply.

## **What happened**

In October 2024, Mr B entered into a finance agreement with Close Brothers, for a new car. It had travelled 113,064 miles and was 11 years old.

Soon afterwards, Mr B had to take the car back to the dealership for repairs, as the brakes were binding and it was losing coolant. Then, in January 2025, Mr B complained to Close Brothers, as the clutch failed. An independent report was carried out, but although issues were found with the car, they wouldn't have been present or developing at the point of supply. But, Close Brothers did pay Mr B £500 as a gesture of goodwill.

Unhappy with this, Mr B complained to our service. One of our investigators looked into what had happened. She noted that given the age and mileage of the car, a reasonable person would expect that parts of the car might have already suffered notable wear and tear. And there's a greater risk this car might need repair and/or maintenance sooner than a car which wasn't as road-worn when it was supplied.

Our investigator said she accepted there had been problems with the car, and repairs had been carried out in late 2024. Further, Mr B has said that the master slave cylinder has failed and the clutch is slipping. The independent report couldn't say whether there was a fault with the master or slave cylinder, but does confirm that there's problems with the car. The inspector found that the clutch pedal "fell to the floor with no resistance felt" and that there was an error message stating that an oil change was due.

However, our investigator said just because something has gone wrong, doesn't always mean the goods were not of satisfactory quality at the point they were supplied. She was also mindful that the problems Mr B had with the brakes and the coolant leak became apparent within the first few days of the agreement. And, by the time the car went back to the dealership for repairs, the mileage on the car was at 113,670. So, Mr B had travelled just 500 miles in the car during this time. The issue with the coolant occurring within this time and the little use of the car persuaded her that it was present at the point of supply. However, she was conscious these problems were repaired by the dealership, and the repairs appear to have successfully resolved them. That said, Mr B had paid half of the diagnostic costs which were charged by a third party garage, who looked at the car before it went back to the dealership for repairs. He also explained he'd lost two weeks' worth of use due to these problems.

Our investigator then looked at the issues from January 2025, where the independent inspector ultimately concluded that the "faults present were developing after the point of sale", and although the inspector didn't remove the gearbox, said "further investigation would be required but the faults would not have been present or in development given the mileage covered in the vehicle." She didn't think that the issue with the clutch, or a potential problem with a slave cylinder, means the car was of unsatisfactory quality at the point of sale. This

was because the lifetime of a clutch is typically between 50,000 and 100,000 miles, and the expected lifespan of a slave cylinder is around 100,000 miles.

So, she took into account that the car was 11 years old at the point it was supplied and had travelled over 113,000 miles – which exceeds both of the expected lifespans of the issues. Also, Mr B had been able to drive the car for over 8,000 miles before this problem started. So, she thought that these problems were wear and tear related, commensurate with the car's age and mileage.

On balance, our investigator felt that Close Brothers had already given Mr B £500 as a gesture of goodwill – and, had it not, she'd have asked it to refund the costs of the diagnostics relating to the coolant issue. And, she'd have asked it to refund some of his monthly repayment to cover the time that he was without the car. But, the £500 covered this.

Mr B disagreed. In summary, he said the fault with the clutch happened just over three months after he bought the car, so it's presumed that any fault which arises within the first six months was present or developing at the time of supply, unless Close Brothers can prove otherwise. He didn't think the independent report was sufficient as the gearbox wasn't dismantled. And, he didn't feel the £500 payment was sufficient.

The complaint's been passed to me.

### **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 agree with our investigator's view, and for the same reasons she gave. I'm satisfied that the initial faults were rectified.

So, the outstanding issue is the clutch/slave cylinder. And, although the gearbox wasn't dismantled, I'm satisfied that the report is still clear that the problem is wear and tear related. And, I believe a clutch or slave cylinder issue would be expected sooner rather than later, given the car's mileage. It's also the case that a clutch can fail suddenly. I although think it's persuasive that Mr B was able to travel 8,000 miles before the issue presented itself. I don't think this would have been likely, had the clutch/slave cylinder been failing at the point of supply.

I know this will be very disappointing, and that car repairs are costly. But on balance, I think the car was of satisfactory quality, given its age and mileage.

I've also thought about whether the £500 already paid is fair to cover Mr B's losses regarding the initial repairs. I'm satisfied it does, as £500 is a significant sum.

### **My final decision**

For the reasons given above, it's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 16 December 2025.

Elspeth Wood  
**Ombudsman**