

The complaint

Miss K complains that a car she acquired through a conditional sale agreement financed by Close Brothers Limited trading as Close Brothers Motor Finance ('Close Brothers') is of unsatisfactory quality.

She also says the car was mis-sold to her because it was advertised as having a full-service history.

What happened

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimal formality.

Miss K acquired a car under a conditional sale agreement in April 2024; the car was almost seven years old with a cash price of £6,195 and had covered around 54,500 miles.

Miss K says a warning message appeared on the dash saying engine pressure fault – stop vehicle. The car was taken to a local garage where the oil was topped up and this seemed to rectify the problem. In November 2024 the vehicle broke down again and Miss K made a complaint.

Close Brothers didn't uphold the complaint. Following the conclusion of the independent inspection it didn't think the fault Miss K complained of was present or developing at the point of sale.

Our Investigator looked into things and also didn't uphold the complaint. Based on the findings of the independent inspection she said the car was of satisfactory quality at the point of supply. She also didn't think the car had been misrepresented at the point of sale.

As an agreement couldn't be reached the complaint has been passed to me to decide.

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 our Investigator and for broadly the same reasons. I know this will come as a disappointment to Miss K, but I will explain my reasons below.

The conditional sale agreement entered by Miss K is a regulated consumer credit agreement and this Service is able to consider complaints relating to it. Close Brothers is also the supplier of the goods under this type of agreement and responsible for a complaint about its quality.

The Consumer Rights Act 2015 (CRA) covers agreements like the one Miss K entered. Because Close Brothers supplied the car under a conditional sale agreement, there's an implied term that it is of satisfactory quality at the point of supply. Cars are of satisfactory

quality if they are of a standard that a reasonable person would find acceptable, taking into account factors such as the age and mileage of the car and the price paid.

The CRA says that the quality of goods includes the general state and condition, and other things such as its fitness for purpose, appearance and finish, freedom from minor defects and safety can be aspects of the quality of the goods.

Satisfactory quality also covers durability. For cars, this means the components must last a reasonable amount of time. Of course, durability will depend on various factors. In Miss K's case the car was used and covered approximately 54,500 miles when she acquired it. So, I'd have different expectations of it compared to a brand-new car. Having said that, the car's condition should have met the standard a reasonable person would consider satisfactory, given its age, mileage, and price.

It isn't in dispute that there's a fault with the car, Miss K had the car for around six months and covered just over 3000 miles before it experienced issues. But just because the car requires a repair now, doesn't automatically follow that it wasn't of satisfactory quality when it was supplied.

A car has numerous mechanical and electrical parts which will inevitably wear with age and use. Different parts of a car will have differing expected lifespans, and some will be required to be replaced as part of regular ongoing maintenance. With this in mind I've not seen anything to persuade me that the engine failure which Miss K says was due to the wet belt failing prematurely or was not reasonably durable given its age and mileage.

The CRA 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 the fault is identified after the first six months, the CRA implies that it's for Miss K to show it was present when the car was supplied.

As a gesture of goodwill Close Brothers arranged for an inspection to be carried out by an independent third party. I've seen a copy of the independent engineer's report for the inspection that took place on 9 December 2024. The engineer concluded:

'C1 We note from the information provided in our instructions that the vehicle has been on hire for 217 days and has reportedly covered 3'354 miles.

C2 We would conclude, based on the evidence available to ourselves at the time of inspection, we were able to confirm signs of deterioration of the wet timing belt when looking through the oil filler cap with limited visibility. There were fault codes obtained but these were not relevant to the reported concern but would require further investigation under workshop conditions.

C3 When attempting to start the vehicle from cold the engine would not crank over and displayed a clicking noise, which we would suspect the engine was in a seized condition but further investigation is required under workshop conditions.

C4 With the elapsed time and mileage covered in the vehicle it is considered the fault would not have been present or in development at the time of sale.'

The engineer confirmed that their duty is to the courts, and not to the person who instructed and/or paid for the report. As such, I'm satisfied this report is reasonable to rely on. Given the contents of this report, I'm satisfied that the car was of satisfactory quality when supplied to Miss K. I've also not been provided with any evidence to contradict these findings, so I

don't find that Miss K was supplied with a car that was of unsatisfactory quality.

Misrepresentation

As I've noted above, this is a regulated consumer credit agreement and therefore this service is able to look into complaints about it. So, as well as the CRA I have also taken into account s.56 of the Consumer Credit Act (1974), which explains that finance providers are liable for what they say and for what is said by a credit broker or supplier before the consumer enters into the credit agreement.

If Miss K was given a false statement of fact or law, and if that false statement was a significant reason why she entered into the agreement, I may think the agreement – or the car had been misrepresented to her. There may also be misrepresentation by omission – that is, a failure to disclose something material to Miss K.

Miss K strongly believes she was told the car was sold with a full-service history. Miss K says the advert for the car stated it had a full-service history and that a fresh service would be completed prior to sale. Miss K says our Service do not have a copy of the original advertisement but instead have a copy of an advert on the dealerships website which is not where she purchased the vehicle from.

I've not seen a copy of the original advertisement so I can't say for certain whether the vehicle was advertised as having a full-service history. I have no reason to doubt what Miss K says so I am persuaded she was of the understanding that the car was being sold with a full-service history. I've seen evidence by way of photographs of the service history and it's clear there are gaps within the overall history. But given that I haven't seen the original advertisement or even a copy of one I can't make a certain finding on whether a false statement of fact was made here.

But nonetheless I've gone on to consider whether the possible false statement of fact induced Miss K to take out the agreement with Close Brothers. And having done so, I don't think it would have, and I'll explain why. I have considered Miss K's actions once she acquired the car, Close Brothers supplied its customer contact notes and within these I can see in December 2024 Miss K confirmed she received the service book when she purchased the vehicle.

From the information I have, it wasn't until February 2025 – after the independent inspection highlighted that the car was overdue a service by 900 miles – that Miss K first raised her concerns about the service history. In my view I think that if Miss K was never prepared to accept a car without a full-service history, it would be reasonable for her to have checked the service book before she did and to raise the issues of the missing service records much sooner.

So, I don't think a possible false statement of fact about the full service-history induced Miss K into acquiring the car and taking out the agreement with Close Brothers.

My final decision

For the reasons I've explained I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 8 October 2025.

Rajvinder Pnaiser

Ombudsman