

The complaint

Mr H has complained that a van he acquired using a conditional sale agreement with Close Brothers Limited ("Close Brothers") was misrepresented to him, in that there was a mileage discrepancy.

What happened

Mr H acquired a used Ford van in August 2021, using a conditional sale agreement with Close Brothers. The agreement shows that the van cost £20,000, of which Mr H borrowed £18,000 over a term of 60 months. The monthly repayment was £393.90. The van was six years old at the point of supply.

The agreement was settled in April 2024, when Mr H arranged with Close Brothers for the van to be sold through another company as an alternative to voluntary termination.

Mr H said that he had a number of problems with the van, in that it broke down on several occasions. He went on to say that this was unexpected given the age and mileage of the van, and a mechanic suggested that he get a check carried out as something didn't seem right. Mr H did this, and told us that he discovered that the mileage on the van appeared to have been tampered with prior to him acquiring it - the information he found showed that in 2019, when the van was sold at auction, it had a mileage of 92,830 miles. But when he acquired it in August 2021, the mileage on the previous MOT (carried out in November 2020) was 83,482 miles, and on the day of supply it was 83,520 miles. This mileage was recorded on the next MOT two days later.

Mr H said he acquired the van based on the history he was given at the dealership, and the mileage showing on the day, believing it to be genuine. But it seems that the mileage figure was around 10,000 lower than it had been two years earlier.

Mr H said he decided that he wanted to hand the van back as, at the time, he had family issues that meant that he didn't have the capacity to deal with the problems he'd discovered. He further said that it took a number of attempts to get the process underway. Whilst this was happening, Mr H said that he gave further thought to the mileage issue and concluded that the van had been misrepresented to him.

Mr H complained to Close Brothers about this, but didn't get a response. So he brought his complaint to this service. Our investigator looked into it, and, as Close Brothers did not send any information about the complaint (it simply sent a file relating to a separate complaint by Mr H about the contract termination process) she thought, based on what Mr H had provided, that it should be upheld. Our investigator thought that Close Brothers should refund Mr H's deposit and the cost of the repairs he'd had to have carried out, as well as the settlement amount. Close Brothers disagreed and asked for the complaint to be reviewed by an ombudsman.

I issued a provisional decision, in which I explained that I disagreed with our investigator's view and therefore that I didn't propose to uphold Mr H's complaint. Neither party sent in a response to 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.

I've decided not to uphold Mr H's complaint. I'll explain why.

I set out my reasoning in my provisional decision as follows:

"Firstly, I should say here that I am only looking at whether the van was misrepresented to Mr H – I am not considering the termination of the contract as that was a separate complaint made to Close Brothers and Mr H did not include that in the complaint he brought to this service.

Mr H sent in a copy of his complaint letter to Close Brothers, with links to the information he found online about the auction sale of the van, including images from the time of the sale (although he did not send in a copy of the vehicle check report that he referred to). He also provided copies of the advert for the van, invoices for the repairs and the documents he received when he bought the van.

As I noted above, Close Brothers initially sent in its file for a complaint about the termination of the agreement, which I am not considering here. After our investigator issued her view, Close Brothers sent in a copy of the conditional sale agreement, and duplicates of the earlier file. It also mentioned further information about the auction sale, and said it was gathering additional details from the auction company. More recently, it has told us that as the auction took place in 2019, the company couldn't supply any further records of the sale.

Mr H acquired his van under a regulated consumer credit agreement and therefore this service is able to look into complaints about it. I have taken into account the relevant law, including 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 a supplier before the consumer enters into the credit agreement.

If Mr H was given a false statement of fact or law, and if that false statement was a significant reason why he entered into the agreement, I may think the agreement – or the van - had been misrepresented to him. There may also be a misrepresentation by omission – that is, a failure to disclose something material to Mr H.

Mr H said that he carried out a vehicle history check, which showed that, at its first MOT in July 2018, the van had a mileage of 79,216. It then had a mileage of 92,380 when it was sold at auction in May 2019, but when the next MOT was carried out in November 2020, the mileage was recorded as 83,482. On the day of supply, and at the MOT two days later, it was 83,520. Mr H didn't send in a copy of the vehicle history check, but he did provide links to a website that holds archive details of vehicles sold at salvage auctions. These linked through to a description of the vehicle, including the auction date of May 2019, and several photographs – one of which shows an odometer with a reading of 92,380. The description confirms that the van was a former public service vehicle.

Close Brothers told us that it had been informed by the auction house that five vans of the same type, which as I noted above, were formerly public service vehicles, were being converted to camper vans at the same time. It said the auction house had likely used stock photos of one of the vans for all of the vehicles, and the mileage of 92,830 – shown on one of the sale photos from the website – was most likely relevant to another van in the batch.

Close Brothers said this also explains why no registration number or vehicle identification number (VIN) were provided on the website to validate the exact van.

Close Brothers also said that it was trying to obtain service documents for all five vehicles to find out which was the match for the odometer shown in the images, and mentioned that it did not believe that the public service or the auction house would modify the vehicle's mileage. However, it has more recently told us that despite contacting the supplying dealership and the auction house it has been unable to obtain any further information.

Close Brothers went on to say that the only source for this mileage discrepancy is this one picture on the salvage records website. The MOT history does not flag any concerns and therefore there is no activation on the national mileage register for any warnings. If the service history was available, it is again likely that the mileage would be corroborated with the MOT history. It would also be highly unusual that if, a vehicle mileage was tampered with, it would be changed by only 9,500 miles. An insignificant discrepancy like this would not make any major material difference to the price of the vehicle.

I've thought carefully about what both parties have said. On balance, I'm not satisfied that the van shown on the salvage records site is Mr H's van. I say this for the following reasons.

As I noted above, the records on the site include a description of the vehicle and photographs, one of which shows the odometer. However, neither the description nor the photographs include the VIN or registration number of the van. I also note that the salvage records describe the model as a 'Transit 330 L1 SWB', whereas the advertisement that Mr H sent in (and the finance agreement) states the model to be a '330 L2H1' – L1 and L2 refer to the wheelbase, with the latter being slightly larger, so the information seems to indicate a different model.

Mr H didn't send in the vehicle history report, but I've looked at the freely available records from the same company on its website. I accept that the free records don't include a salvage history check, but there is mileage information up to August 2021, and this doesn't show any record of the reading of 92,380. I've also looked at other freely available vehicle check websites, and the MOT history records, and again, none shows records of a mileage reading of 92,380. I also note that where the model is listed on vehicle check websites, the van is shown as an 'L2H1' rather than the L1 that's noted on the auction records.

It would've been helpful if Close Brothers had been able to obtain the van's service history when Mr H first made his complaint, and had sent its information to us more quickly. But looking at the comments it submitted. I do think it's plausible that public service vehicles would have been sold in a batch rather than singly. So it follows that it's also possible that the auction house might have used the same photos for more than one listing where the vehicles are very similar.

Taking all this into account, I don't think I can fairly say that it's most likely that the photographs of the van - and specifically the odometer reading – relate to Mr H's van rather than a similar one sold at the same time. There is no matching VIN or number plate information, the model details differ, and I can see no record of the higher mileage in publicly available records other than the one photograph on the auction records.

As a result, I am not satisfied that there's enough evidence to say that the van was misrepresented to Mr H, and therefore I'm not proposing to uphold the complaint.

I should also say here that I have looked at the repair costs that Mr H incurred, although these were not the main focus of the complaint and Mr H didn't contact Close Brothers with concerns about the quality of the van at an earlier stage. I can understand that Mr H

would've been unhappy about the repairs being needed, but looking at the invoices he sent in, the items being replaced don't seem to have failed at an unduly early stage bearing in mind the expected lifespan of the components and the van's mileage, and taking account of the period of time Mr H had owned the van. So I don't have evidence to suggest that the faults were present or developing at the point of supply such that I should hold Close Brothers responsible for refunding the cost of the repairs.

I appreciate that Mr H is very unhappy about the situation. However, I don't have sufficient evidence to conclude that the van was misrepresented to Mr H, or that Close Brothers has done anything wrong. Therefore my current conclusion is that I cannot fairly uphold Mr H's complaint."

As I noted above, neither party responded to my provisional decision. As no new evidence or information has been provided, I have no reason to change my conclusions. Therefore I do not uphold Mr H's complaint.

My final decision

For the reasons given above, I have decided not to uphold Mr H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 24 September 2025.

Jan Ferrari
Ombudsman