

The complaint

Mr H complains that a car that was supplied to him under a conditional sale agreement with Close Brothers Limited, trading as Close Brothers Motor Finance, wasn't of satisfactory quality.

What happened

A used car was supplied to Mr H under a conditional sale agreement with Close Brothers Motor Finance that he electronically signed in February 2025. The price of the car was £5,990, Mr H made an advance payment of £1,500 and he agreed to make 47 monthly payments of £114.57 and a final payment of £124.57 to Close Brothers Motor Finance.

Mr H complained to Close Brothers Motor Finance in March 2025 about faults with the car's clutch and exhaust and he said that was rejecting the car. It arranged for the car to be inspected by an independent expert in April 2025. It then said that the inspection report concluded that the dealer wasn't responsible to repair the exhaust damage and that there was no evidence of there being a fault with the clutch.

Mr H wasn't satisfied with its response so referred his complaint to this service. His complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. She was satisfied that the inspection report was credible and wasn't persuaded that the fault with the clutch was present at the point of sale or that there was corrosion on the underside of the car which had caused the exhaust to fall off. She said that it appeared that the car was of satisfactory quality at the point of supply, so she was unable to recommend rejection of it.

Mr H hasn't accepted the investigator's recommendation and says that he wants to continue with his complaint so I've been asked to issue a decision on this complaint. Mr H says that the clutch started failing on the day that the car was supplied to him, so it was provided with a faulty clutch and his garage was very surprised that the car had passed an MOT test because of the corrosion.

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 Mr H. 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 Mr H was first registered in March 2010, so was nearly fifteen years old, the conditional sale agreement says that its mileage was 70,000 miles and the price of the car was £5,990. 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.

The car was supplied to Mr H in February 2025 and he says that that the clutch started failing on the day that it was supplied to him and that part of the exhaust then fell off. He took the car to a local garage later that month and it identified that there was a hydraulic issue with the master cylinder or slave cylinder that was causing the problem with the clutch, the back box of the exhaust had fallen off due to corrosion, and the rear suspension arms and rear sill were heavily corroded. It quoted £1,536.03 to provide a new clutch, rear suspension arms, exhaust centre and rear box, and said that it advised Mr H to return the car due to its poor state of repair.

Mr H complained to Close Brothers Motor Finance and it arranged for the car to be inspected by an independent expert. The inspection report says:

“Our opinion, being based on a physical assessment, written and verbal information supplied, observations made by the engineer and our previous experience:

- The clutch and gearchange operation were fully functional at the time of inspection.*
- The detached rear silencer shows physical signs of recent impact damage. This was not due to corrosion or wear.*
- The damage is consistent with an impact from underneath or the rear — this did not exist at the point of sale.*
- The OBD port and bonnet release handle are minor issues, functional, and do not affect roadworthiness.*
- The fault codes present are related to a recently discharged battery. These should be cleared and rechecked.*

The sales agent is not responsible for the exhaust damage, as it clearly occurred during the customers use. All other noted faults are minor, expected for the age of the vehicle, and do not affect satisfactory quality.

The vehicle is of satisfactory quality and fit for purpose for its age and mileage, and is suitable for continued use on the public highway following minor repairs”.

The independent expert hadn't been provided with the invoice from Mr H's local garage and, when that was provided, it said:

“The inspection carried out by our engineer ... included static and in-situ live function testing of the clutch and gearchange mechanisms. At the time of inspection, no fault was found with the operation of the clutch or gearbox. The pedal action was normal, gears engaged without resistance, and the vehicle moved correctly under clutch control within the car park. The document from [Mr H's local garage] is a quotation only, not an invoice for works completed. It references replacement of the clutch, suspension arms, and exhaust. However, no diagnostic detail or fault confirmation is provided with the quotation. We would treat this as a garage's opinion or suggestion of work required rather than definitive proof of failure. Based on our inspection, there was no evidence of clutch or gearbox malfunction at the time of our visit, and the exhaust damage was clearly consistent with external impact, as shown by scrape and tear marks. Therefore, unless new and verifiable mechanical failure occurred after our visit, we stand by the original report findings: The vehicle was considered to be of satisfactory quality and fit for purpose at the time of inspection, with no evidence of pre-existing clutch or gearbox issues”.

The dealer says:

“The ... vehicle has been returned to us ... On inspection the vehicle was returned in a very dirty state like its not been looked after and the back box exhaust in the boot. The back is dented/damaged as is it has been hit against something causing it to break off, It has not just fallen off. Furthermore the customer complained the clutch pedal kept sticking which we can't seem to find a problem with”.

It also says that the advert for the car included a photo which clearly shows the back box attached and in good condition and that the car also had an MOT test prior sale with no advisories. I can see that the car passed an MOT test, with no advisories, in November 2024, before it was supplied to Mr H and its mileage was recorded as 70,363 miles. The document from Mr H's local garage says that the car's mileage was 70,000 miles and the inspection report records the car's mileage as 71,110 miles.

The inspection report includes a statement of truth and a biography of the inspector. The statement of truth says:

“In preparing this report we confirm that we understand our overriding duty to the court and confirm we have complied with that duty, and we are aware of the requirements of CPR Part 35. Matters outside our area of expertise (if any) are clearly indicated and we confirm that this report is true to the best of our knowledge and belief and that the opinions expressed represent our true professional opinion.

This report is based on the instruction, information, statements, invoices, documents, correspondence, images or recordings made available and comments made to this engineer in the course of this inspection and subsequent report preparation. Any of the above items listed, which have been withheld from this engineer, may affect the comments, conclusions and opinions made. Therefore we reserve the right to alter our conclusion”.

I've carefully considered all of the evidence that's been provided about this complaint and I'm not persuaded that there's enough evidence to show that there's a fault with the car that was present or developing when the car was supplied to Mr H that would have caused it not to have been of satisfactory quality at that time. Mr H says that he rejected the car within 30 days, but he would only have had the right to do so if there was a fault with the car. As I'm not persuaded that there's enough evidence to show that there's a fault with the car, I don't consider that he has the right to reject the car.

I understand that the car has been with the dealer since February 2025 and that Mr H has made a chargeback claim for the advance payment that he made to the dealer. I suggest that Mr H contacts the dealer about collecting the car and repaying it for the chargeback claim. I find that it wouldn't be fair or reasonable in these circumstances for me to require Close Brothers Motor Finance to allow Mr H to reject the car, to pay for any repairs to the car, to pay any compensation to Mr H or to take any other action in response to his complaint.

My final decision

My decision is that I don't 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 10 December 2025.

Jarrold Hastings
Ombudsman