

## **The complaint**

Mr F complains that a car supplied to him under a conditional sale agreement with Close Brothers Limited (trading as Close Brothers Motor Finance) (CBL) is of unsatisfactory quality.

Mr F has been represented during the complaints process. For ease of reference, I will refer to any information supplied as being supplied by Mr F.

## **What happened**

In January 2024, Mr F entered into a conditional sale agreement with CBL to acquire a used car. The car was around seven and a half years old, with a mileage of around 111,706. The cash price of the car was £11,495.00 and a deposit of £1,149.50 was paid by method of trade-in. The total amount payable on the agreement was £15,022.50, payable by 59 monthly repayments of £231.05 followed by a final repayment of £241.05.

Mr F explained that early on into the agreement, he was encountering issues related to the DPF on his vehicle. Mr F explained this was taken back to the dealership in February 2024 and again in March 2024, where the dealership sent the vehicle away to a manufacturer specialist.

Following this, the vehicle broke down in May 2025. The vehicle was looked at by a repairer, where the repairer suspected the DPF had been tampered with and the car remapped by omit the issues.

Due to this, Mr F complained to CBL about the issues. CBL did not uphold the complaint, explaining that due to the time Mr F had been driving the vehicle, he'd need to provide evidence that the vehicle was not of satisfactory quality at the point of supply. Mr F proceeded to obtain a report from an independent inspection company. The report detailed the issues and said the vehicle was likely not of satisfactory quality when it was supplied.

The complaint was not upheld and as such, Mr F brought his complaint to this service where it was passed to one of our investigators. The investigator did not uphold the complaint. It was their outcome that there wasn't enough evidence to show the vehicle was of unsatisfactory quality when it was supplied and as such, could not ask CBL to do anything differently.

Mr F was unhappy with this and supplied further points, but these did not change the investigator's outcome. As such, I've been asked to review the complaint to make 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.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach my decision.

Mr F acquired a car under a conditional sale agreement. Entering into consumer credit contracts like this is a regulated activity, so I'm satisfied we can consider Mr F's complaint about CBL. CBL is also the supplier of the goods under this type of agreement meaning they are responsible for a complaint about the supply of the car and its quality.

The Consumer Rights Act 2015 (CRA) is relevant in this case. It says that under a contract to supply goods, there is an implied term that "the quality of the goods is satisfactory, fit for purpose and as described". To be considered as satisfactory, the CRA says the goods need to meet the standard that a reasonable person would consider satisfactory, considering any description of the goods, the price and all the other relevant circumstances. The CRA also explains the durability of goods is part of satisfactory quality.

So, it seems likely that in a case involving a car, the other relevant circumstances a court would consider might include things like the age and mileage at the time of sale and the vehicle's history.

In this case, Mr F acquired a car that was around seven and a half years old and had travelled over 111,000 miles. As this was a used car with this mileage and age, it's reasonable to expect parts may already have suffered considerably more wear and tear when compared to a new car or one that is less travelled. There's a greater risk this car might need repair and/or maintenance sooner than a car which wasn't as road-worn.

I've reviewed the available evidence about the issues Mr F experienced with the car. Based on what I've seen, I'm satisfied that there is a fault with the DPF and AdBlue systems. I say this because the diagnostic from a repairer and the independent inspection report confirms these. Having considered the car had a fault, I've considered whether it was of satisfactory quality at the time of supply.

I appreciate the strength of feeling Mr F has towards what's happened with the vehicle and the information supplied. I can see photos of a dashboard warning appearing to line up with the information Mr F has explained regarding the vehicle being seen by the dealership for DPF issues early on. The independent report explains that it is their opinion the vehicle was not of satisfactory quality due to the issues described and the diagnostic suspects tampering.

Having carefully considered everything available, I do not have enough persuasive evidence to pinpoint when the potential tampering or system bypassing took place. This means I'm not in a position to say the vehicle was of unsatisfactory quality when it was supplied. I appreciate that warnings for the DPF stopped, and that the independent inspection report explains the vehicle wasn't of satisfactory quality, but the report does rely on the information given to the inspector about the vehicle being seen by the dealership.

I note the vehicle had travelled extensive mileage so may be more prone to issues that needed repair, however I also appreciate that Mr F expected to need to maintain the vehicle, and has complained about the potential tampering and remapping. I have also taken into account that the vehicle has passed two MOTs, one in January 2025 and one in January 2026 without any advisories, and the mileage has been increasing.

I've also kept in mind that even if the job sheets were obtainable for the visits that happened early on into Mr F's agreement, these may not be enough to say that the vehicle was then of

unsatisfactory quality. I appreciate that Mr F feels very differently about this, but for me to be able to say the vehicle was of unsatisfactory quality when it was supplied, or that the dealership had directly made the vehicle of unsatisfactory quality during one of the visits, I'd need to see evidence proving this.

### **My final decision**

Whilst I fully appreciate why Mr F disagrees and has raised the complaint, My final decision is that I don't uphold the complaint for the reasons explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 27 February 2026.

Jack Evans  
**Ombudsman**