

The complaint

Mr K 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 K under a hire purchase agreement with Close Brothers Motor Finance that he electronically signed in February 2024. The price of the car was £14,995, Mr K paid a deposit of £1,000 and he agreed to make 59 monthly payments of £338.10 and a final payment of £348.10 to Close Brothers Motor Finance.

The car's engine seized in November 2024 and Mr K complained to Close Brothers Motor Finance that the crankshaft had failed due to a manufacturing fault. Close Brothers Motor Finance arranged for the car to be inspected by an independent expert and then said that it wasn't upholding his complaint as it was unable to hold the supplying dealer responsible for the issues with the car.

Mr K wasn't satisfied with its response so complained 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 as he thought that the car was of satisfactory quality when it was supplied. He thought that the problems were due to a reasonable level of wear and tear and he didn't think that that would be considered unusual on a car of this age and mileage. He said that none of the evidence supplied shows that there's a manufacturing defect with the car and he didn't think it would've been able to have been driven around 125,000 miles if there had been a manufacturing defect.

Mr K didn't accept the investigator's recommendation and requested that his complaint be escalated to an ombudsman for a decision. He's provided a report from an inspection of the car and says that the issue with the crankshaft was a result of a known manufacturing defect, as shown by an internal inspection from a qualified mechanic, manufacturer's bulletins and multiple independent reports and forums. He says that he didn't accept the investigator's recommendation because of a failure of proper investigation, the independent mechanical report that he commissioned, the manufacturer's acknowledgement of issues, the mileage argument was misapplied, the durability of the car and his reasonable expectations, and the inadequate expertise applied.

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 K. 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 K was first registered in September 2014, so was more than nine years old, Close Brothers Motor Finance says that

it had been driven for about 117,000 miles and the price of the car was £14,995. 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 K in February 2024. It had passed an MOT test in September 2023, with advisories about windscreen damage and two tyres, and it passed another MOT test, with no advisories, in October 2024. Its mileage was recorded at that time as 124,651 miles, so in about eight months since it had been supplied to Mr K it had been driven for approximately 7,600 miles.

The car's crankshaft failed in November 2024 and Mr K complained to Close Brothers Motor Finance. It arranged for the car to be inspected by an independent expert in January 2025. The inspection report records the car's mileage as 125,904 miles and says:

"In our opinion based on the visible evidence , we can confirm that we did observe an issue with the vehicle, in the form of the engine appearing to be seized when attempting to turn over using a breaker bar and socket. We would recommend further investigation under workshop conditions to ascertain the root cause of this fault and what remedial action is required. A fault of this nature would be due to wear and deterioration and would not be unexpected on a vehicle of this age and recorded mileage".

Mr K says that the inspection was limited to an external visual check and no mechanical strip-down or internal inspection was conducted to establish the root cause of the engine failure. He's provided an estimate from a garage, dated in March 2025, for repairs to the car, including a new reconditioned engine, a battery and a battery block for a total amount of £5,880. The estimate says:

"Engine was stripped and found to have the crankshaft completely seized with one piston damaged where it has gone through and cracked the block. Judging from the crankshaft bearings spun this is down to manufacturer fault and a common issue for oil hole in the bearing to get blocked".

That estimate, and other evidence from Mr K, was provided to the independent expert who had inspected the car in January 2025. They reviewed the documents provided and confirmed that none of the additional information provided would change the outcome set out in the inspection report.

Mr K has referred to manufacturer's bulletins and independent reports and forums about incidents of crankshaft failure being encountered and he says that the crankshaft failure on the car that was supplied to him was due to a manufacturing defect with the car. I've carefully considered all that Mr K has said and provided about his complaint, but I'm not persuaded that there's enough evidence to show that there was a manufacturing defect with the car or that the car wasn't of satisfactory quality when it was supplied to Mr K.

The car was more than ten years old and had been driven for 125,904 miles when the crankshaft failed and I consider it to be more likely than not that it failed as a result of the age and mileage of the car and not as a result of manufacturing defect. It's clear that Mr K feels very strongly that the crankshaft failed because of a manufacturing defect, so I appreciate that my decision will be disappointing for him.

I find that it wouldn't be fair or reasonable in these circumstances for me to require Close Brothers Motor Finance to allow Mr K to reject the car, to pay for it to be repaired, to pay him any compensation or to take any other action in response to his complaint. I suggest that

Mr K contacts Close Brothers Motor Finance to discuss his options under the conditional sale agreement.

My final decision

My decision is that I don't uphold Mr K's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 3 December 2025.

Jarrold Hastings
Ombudsman