

The complaint

Miss C is unhappy that a car supplied to her under a conditional sale agreement with Close Brothers Limited trading as Close Brothers Motor Finance was of an unsatisfactory quality.

What happened

In July 2024, Miss C was supplied with a used car through a conditional sale agreement with Close Brothers. The agreement was for £5,250 over 60 months; with 59 monthly payments of £119.57 and a final payment of £129.57. At the time of supply, the car was almost 13 years old and had done 79,189 miles.

Within a few weeks of it being supplied to Miss C, the car needed new coils and spark plugs, which Miss C says Close Brothers accepted responsibility for. She also said that they paid for the MOT test on 6 November 2024, as she had been told the car had 12-months MOT at the point of supply, which it didn't. At the time of this MOT, the car had done 85,393 miles and it passed without any advisories.

Miss C says that she also had to pay for the brakes to be repaired shortly after purchase. Around eight months after being supplied with the car, Miss C had some gearbox issues, and she complained to Close Brothers. They arranged for the car to be inspected by an independent engineer. This inspection took place on 24 June 2025, when the car had done 101,083 miles – around 22,000 miles since being supplied to Miss C.

The independent engineer said the transmission had failed due to normal in-service wear and tear, and this was classed as general maintenance and not something Close Brothers were responsible for. As a result of this report, Close Brothers didn't uphold Miss C's complaint, but they refunded a payment as a gesture of goodwill for the time Miss C was unable to use the car. Unhappy with this response, Miss C brought the matter to the Financial Ombudsman Service for investigation.

Our investigator said that, while there was a fault with the car, it wasn't something that was present or developing when it was supplied to Miss C. So, they didn't think Close Brothers needed to do anything more.

Miss C didn't agree with the investigator's opinion. She said that the initial issues with the coils, spark plugs, and brakes were a strong indicator the car wasn't of a satisfactory quality when it was supplied, and she didn't feel it was reasonable to rely upon the independent engineer's report as it wasn't based on a strip-down of the gearbox and failed to identify the root cause of the gearbox failure.

Miss C also didn't think it was reasonable that the car suffered a major mechanical failure after 100,000 miles, and she thought this indicated the car wasn't sufficiently durable. So, she asked for the matter to be passed to an ombudsman 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 the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Miss C was supplied with a car under a conditional sale agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

The Consumer Rights Act 2015 ('CRA') says, amongst other things, that the car should've been of a satisfactory quality when supplied. And if it wasn't, as the supplier of goods, Close Brothers are responsible. What's satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle's history and its durability. Durability means that the components of the car must last a reasonable amount of time.

The CRA also 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. So, if I thought the car was faulty when Miss C took possession of it, or that the car wasn't sufficiently durable, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask Close Brothers to put this right.

I've seen a copy of the independent engineer's report, the key findings of which have been detailed above. So, I won't repeat them here. However, I have noted the engineer also confirmed their duty is to the courts, not to the person who instructed or paid for the report. As such, I'm satisfied this report is reasonable to rely upon. And I don't think the fact that the engineer didn't complete a complete strip-down of the gear box changes this.

Miss C has said the independent engineer failed to identify the root cause of the gearbox failure, and she's referred to the specialist garage that completed the repair work in September 2026, at a cost of £1,865.40. I've seen this work was for a replacement mechatronic unit, for a replacement battery, and for the cost of recovering the car.

However, there is nothing from the specialist garage that says the mechatronic unit (the part which attaches to the gearbox and controls the automatic shifting of the gears) was faulty when the car was supplied to Miss C, nor that it failed due to insufficient durability. Nor have I seen any other evidence that confirms this.

I've also noted that the mechatronic unit on the make and model of car supplied to Miss C has a lifespan of 60,000 to 100,000 miles, and it failed after 101,083 miles. So, I also don't think this failed due to a lack of durability. And, if the mechatronic unit was failing at the point of supply, I wouldn't expect it to have lasted a further 22,000 miles, and I would've expected this to fail sooner.

Miss C has also referred to the need to replace the coil packs and spark plugs shortly after the car was supplied to her. She's also said that the brakes failed due to a bent slider pin. Both the coil packs and spark plugs are consumable units that need to be replaced during

the lifespan of a car. Coil packs last in the region of 50,000 to 80,000 miles, and spark plugs need to be replaced every 30,000 to 60,000 miles.

As the car was supplied to Miss C when it had done just over 79,000 miles, I'm satisfied the coil packs and spark plugs were approaching the end of their life, and the need for regular replacement doesn't indicate the car wasn't of a satisfactory quality at the point of supply.

With regards to the brakes, a bent slider pin can be caused by a number of reasons, including corrosion, overheating of the brakes due to aggressive driving, and a lack of regular maintenance. Given the age and mileage of the car at the point of supply, I don't think this is an indicator that the car wasn't fit for purpose at supply, and it's more likely replacement was needed as part of the general brake maintenance to be expected on an older, higher mileage car.

As such, and while I appreciate this will come as a disappointment to Miss C, I'm not satisfied that the car was of an unsatisfactory quality when it was supplied to her, nor that it was insufficiently durable. As such, I won't be asking Close Brothers to do anything more.

My final decision

For the reasons explained, I don't uphold Miss C's complaint about Close Brothers Limited trading as Close Brothers Motor Finance.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 20 April 2026.

Andrew Burford
Ombudsman