

The complaint

Miss J complains about a safety recall for a car that was supplied to her under a conditional sale agreement with Close Brothers Limited, trading as Close Brothers Motor Finance.

What happened

A used car was supplied to Miss J under a conditional sale agreement with Close Brothers Motor Finance that she electronically signed in November 2022. The price of the car was £7,295, Miss J made an advance payment of £315.04 and she agreed to make 60 monthly payments of £164.92 to Close Brothers Motor Finance.

Miss J was sent an urgent safety recall notice and stop driving alert about the car's airbag in June 2025 and she booked an airbag replacement for August 2025. Miss J complained to Close Brothers Motor Finance about the recall and it refunded two instalment payments, totalling £329.84, to her for the time that she would be unable to use the car.

Miss J wasn't satisfied with its response so referred her complaint to this service and said that she wanted to reject the car. Her complaint was looked at by one of this service's investigators who initially didn't recommend that it should be upheld. Miss J provided further information about the distress and inconvenience that she'd been caused and the investigator, having considered everything, then recommended that Close Brothers Motor Finance should pay a further £200 to Miss J for any distress or inconvenience that had been caused.

Miss J hasn't accepted the investigator's recommendation and has asked for her complaint to be escalated to an ombudsman for a decision. She says that: she was without a car for approximately two months; the refund of two finance instalments only covered her loan repayments and didn't compensate for loss of use, reliance on others for transport, or the stress and disruption caused; and the airbag defect existed from manufacture, meaning the car wasn't of satisfactory quality at the time of sale. She says that she should be able to reject the car or additional compensation should be awarded to properly reflect two months' loss of use and the distress caused.

Close Brothers Motor Finance says the recall doesn't confirm that there was a fault with the airbags in Miss J's car and that the potential airbag fault wasn't reasonably foreseeable by either it or the dealer and it doesn't seem fair or reasonable to hold it liable for the potential fault. It says that it recognises the inconvenience to Miss J of not being able to drive the car so it made a payment to her representing two monthly repayments and it's unclear why it would be fair or reasonable to pay her a further £200 for distress and inconvenience.

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 Miss J. 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 Miss J was first registered in July 2016 so was more than six years old, the conditional sale agreement says that its mileage was 55,276 miles, and the price of the car was £7,295. 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 more than six years old and had been for 55,276 miles when it was supplied to Miss J. She was then able to use the car from November 2022, when it was supplied to her, until she received the recall notice that was sent to her in June 2025. She says that the car's mileage when she received the notice was about 69,000 miles, so in that period of more than two and a half years the car had been driven for about another 13,700 miles. I've seen no evidence to show that Miss J had any issues with the car's airbags before she received the notice. The airbags were replaced in August 2025 and I've seen no evidence to show that there have been any issues with the car's airbags since then. I'm not persuaded that it would be fair or reasonable in these circumstances for me to require Close Brothers Motor Finance to allow Miss J to reject the car.

The safety recall said:

“As you might have heard from the media [specified] airbag inflators are being recalled globally due to a serious safety risk. These inflators can degrade over time and, in the event of an accident, may rupture with excessive force. This can cause severe injuries or even death. This is an urgent call to action for the safety recall campaign on your [car], equipped with [specified] airbags. Recall campaigns are underway worldwide for vehicles from several car manufacturers equipped with airbags supplied by the [specified] company. For this reason, [the manufacturer] asks you to stop driving your vehicle immediately. Vehicle reliability and your safety are a major concern for [the manufacturer]. Your vehicle requires an immediate airbag replacement. This replacement will take less than 2 hours and is free of charge”.

Miss J wasn't able to book an airbag replacement until the end of August 2025, nearly two months after she'd received the recall notice. She rightly didn't use the car during that time and she says that she wasn't offered a courtesy car or alternative transport and had to rely on family and friends for transport to work and essential appointments. She's provided receipts for some additional travel costs that she incurred and she says that she was caused major inconvenience and disruption to her daily life.

Close Brothers Motor Finance has refunded two monthly payments under the conditional sale agreement to Miss J for her loss of use of the car when she couldn't use it because she was waiting for the airbags to be replaced. As it has already compensated her for that loss of use, I don't consider that it would be fair or reasonable for me to require it to also reimburse her for the additional travel costs that she incurred as a result of not being able to use the car.

I consider that the recall notice, and the consequences of it, will have caused distress and inconvenience for Miss J and that it would be fair and reasonable in these circumstances for Close Brothers Motor Finance to pay her £200 to compensate her for that distress and inconvenience. I've carefully considered all that Miss J has said and provided about the complaint and the stress and disruption that she was caused, but I'm not persuaded that a higher award of compensation is justified in these circumstances.

Putting things right

I find that it would be fair and reasonable in these circumstances for Close Brothers Motor Finance to pay a further £200 to Miss J to compensate her for the distress and inconvenience that she's been caused as a result of the safety recall.

My final decision

My decision is that I uphold Miss J's complaint and order Close Brothers Limited, trading as Close Brothers Motor Finance, to pay a further £200 compensation to Miss J.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 4 February 2026.

Jarrod Hastings
Ombudsman