

## The complaint

Mrs T is unhappy that a van 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

agreement with Close Brothers. She paid an advance payment of £5,000 and the agreement was for £12,338.80 over 60 months; with 59 monthly payments of £286.77 and a final payment of £296.77. At the time of supply, the van was approaching six years old and had done 15,220 miles (according to the MOT record for 30 July 2024).

Shortly after being supplied with the car, Mrs T noticed a strange smell and there was a dashboard notification relating to the diesel particulate filter (DPF). The supplying dealership explained how to regenerate the DPF and said this should sort things. While this cleared the dashboard notifications, Mrs T says the smell has since returned and remained.

In March 2025, Mrs T contacted the dealership about a rattling sound from the engine, and in April 2025 she said the air-con had stopped working. Unhappy with the service she was receiving from the dealership, Mrs T complained to Close Brothers.

Close Brothers arranged for the van to be independently inspected. This inspection took place on 24 June 2025, when the van had done 22,431 miles – around 7,200 miles since it was supplied to Mrs T. The engineer said the smell Mrs T was complaining about wasn't present at the time of the inspection, but they did identify a rattling noise and that the air-con wasn't working. They concluded "*the rattling noise from the engine ... is usually associated as a wear and tear gradual deterioration issue and whilst it is not suggested that the fault would have been evident at the point of sale due to the nature of the symptoms, it is possible that the fault would have been in development at the point of sale.*" However, the engineer thought that the noise from the auxiliary belt and the issue with the air-con were wear and tear gradual deterioration issues that weren't present at supply.

However, the engineer went on to say that "*the engine noise, both in terms of the upper engine rattling and auxiliary area noises, would be considered premature issues, given the mileage of the vehicle and although wear and tear is a gradual deterioration symptom and as the vehicle has covered 7,000 miles since purchase, it is not suggested that the faults would have been present at the point of sale.*"

Finally, the engineer acknowledged that the faults with the van were reported after it had travelled 6,000 miles while in Mrs T's possession.

Based on this report, Close Brothers didn't uphold Mrs T's complaint. Unhappy with this, she brought the matter to the Financial Ombudsman Service for investigation.

Our investigator explained that we were unable to consider the complaint about the service Mrs T received from the dealership after the van was supplied to her. Nor were we able to consider the complaint about the start/stop function, as this hasn't been raised with Close

Brothers and our rules mean the financial business have to be given the opportunity to consider a complaint before we can become involved.

With regards to what we could consider, the investigator said that there was no evidence the faults with the van were present or developing when it was supplied to Mrs T. So, they didn't think Close Brothers needed to take any further action.

Mrs T didn't agree with the investigator, and she didn't think it was reasonable to rely upon the independent engineer's report.

I issued a provisional decision on 16 December 2025, where I explained my intention to uphold the complaint. In that decision I said:

*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. Mrs T was supplied with a van 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 van 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 van must last a reasonable amount of time.*

*The CRA also implies that goods must confirm 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 van was supplied, unless Close Brothers can show otherwise. So, if I thought the van was faulty when Mrs T took possession of it, or that the van wasn't sufficiently durable, and this made the van 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, dated 24 June 2025. The key findings of this report are detailed above, so I won't repeat them here. However, I have noted that the engineer also confirmed their duty is to the courts, not to the person who instructed or paid for the report. As such, unlike Mrs T, I'm satisfied this report is reasonable to rely upon.*

*The engineer identified noises from both the upper engine/camshaft area, and a bearing type noise from the utility belt area. I've noted the engineer has provided contradictory comments in relation to the upper engine noise, saying "it is possible that the fault would have been in development at the point of sale" and "it is not suggested the faults would have been present at the point of sale." Obviously, both can't be true.*

*However, the engineer also confirmed that issues with the van were reported on 15 March 2025 when the van had done 21,213 miles – 6,000 miles after it was supplied to Mrs T. As I've said above, in addition to whether any faults were present or developing when the van was supplied, I also need to consider if the van was sufficiently durable.*

*The actual cause of the noises with the van haven't been identified, but I've seen it's been suggested it could be caused by the fuel injectors, timing chain, or failed bearings. However, other causes could be worn valvetrain components or a worn camshaft. While it's not possible to know the exact cause without a full diagnosis, which is invariably likely to require a partial strip down of the engine, something has worn or failed.*

*When looking at the likely causes, alongside the age and mileage of the van, none of these parts would be expected to fail after just 21,000 miles. What's more, the independent engineer has said these are "premature issues." As such, even without knowing the root cause, I'm satisfied that a failure of a major engine component after such a low mileage indicates that the van wasn't sufficiently durable when it was supplied to Mrs T. So, Close Brothers need to do something to put things right.*

*I therefore intend to ask Close Brothers to arrange for the van to be fully diagnosed, at no cost to Mrs T, and for the issues that are causing the engine noises to be repaired, again at no cost to Mrs T. I would also expect Close Brothers to ensure that Mrs T is kept mobile (by way of a courtesy car) while the van is being diagnosed and repaired. And, if this is not possible, to refund the equivalent of the payments Mrs T makes while the van is being diagnosed/repaired and she isn't being kept mobile.*

*Finally, I intend to ask Close Brothers to reimburse Mrs T any diagnostic costs she's incurred to this point, and to pay her an additional £250 compensation for the distress and inconvenience she's suffered as a result of being supplied with a van that wasn't of a satisfactory quality.*

## **Responses**

Mrs T accepted my provisional decision. She's also said that she's recently discovered that the smell she initially reported came from the DPF being badly blocked. She paid £295 for the DPF to be professionally cleaned to clear that blockage and she's asked for reimbursement of this cost.

Close Brothers chose not to respond to my provisional 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.

As Close Brothers haven't said anything to the contrary, I'm taking their lack of comments to mean they don't object to my provisional decision.

I've considered Mrs T's comments about the smell and the DPF clean. To ensure a DPF is regenerated and works efficiently, the van should be driven at a sustained speed for 30-50 minutes, to burn off any blockages, on a regular basis. And failure to do this can cause the DPF to become blocked.

While Mrs T originally complained about the smell from the car, this wasn't something the independent engineer was able to identify, nor did they say the DPF was faulty. As such, I can't say that the need for a DPF clean was as a result of an issue that was present or developing when the van was supplied to Mrs T, so I won't be asking Close Brothers to reimburse her for the cost of the DPF clean.

## **Putting things right**

For the reasons given in my provisional decision, and above, Close Brothers should:

- arrange for the van to be fully diagnosed, at no cost to Mrs T, and for the issues that are causing the engine noises to be repaired, again at no cost to Mrs T.
- arrange to keep Mrs T mobile (by way of a courtesy car) while the van is being diagnosed and repaired. And, if this is not possible, to refund the equivalent of the payments Mrs T makes while the van is being diagnosed/repairs and she isn't being kept mobile.
- upon receipt of payment, reimburse any diagnostic costs Mrs T has incurred.
- pay Mrs T £250 to compensate her for the trouble and inconvenience caused by being supplied with a van that wasn't of a satisfactory quality (Close Brothers must pay this compensation within 28 days of the date on which we tell them Mrs T accepts my final decision. If they pay later than this date, they must also pay 8% simple yearly interest on the compensation from the deadline date for settlement to the date of payment<sup>†</sup>).

<sup>†</sup>If HM Revenue & Customs requires Close Brothers to take off tax from this interest, they must give Mrs T a certificate showing how much tax they've taken off if she asks for one.

## **My final decision**

For the reasons explained, I uphold Mrs T's complaint about Close Brothers Limited trading as Close Brothers Motor Finance. And they are to follow my directions above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 2 February 2026.

Andrew Burford  
**Ombudsman**