

The complaint

Mr S complains about the quality of a vehicle that was supplied through a motor finance agreement with Close Brothers Limited trading as Close Brothers Motor (CBL).

What happened

In July 2022, Mr S acquired a used car through a conditional sale agreement with CBL. The car was about five years old and had travelled around 109,838 miles when it was supplied to C. The cash price of the car was £17,999. An advance payment of £2,000 is listed, so the total amount financed on the agreement was £15,999 payable over 48 months.

Mr S said that within weeks of supply the car experienced persistent and escalating faults. He said these included an unresolved early coolant leak (August 2022) and ongoing oil/service warnings and DPF-related faults despite manufacturer dealership services between October 2022 and June 2023. Mr S said that an independent specialist identified a missing thermostat in January 2024, which was confirmed as a cause of the continued DPF and oil dilution issues. Further electrical and wiring-related problems were identified and partially repaired by the dealership between June 2024 and September 2024. Additional significant wiring damage, a faulty fuel pressure sensor connector and ECU/BCM-related issues were later identified by a third-party garage in late 2024–2025, requiring ECU cloning.

Mr S said that he's incurred financial losses of around £28,000. He said he disagreed with the independent inspection of the car arranged by CBL, which he considered to be a limited desktop assessment.

To resolve the complaint, Mr S says he wants reimbursement of £16,578 for repairs and diagnostic costs, a waiving of the outstanding balance under the agreement, an apology, no adverse impact on his credit file and compensation.

In August 2025, CBL issued their final response, which didn't uphold the complaint. In summary, they confirmed that Mr S had provided expert reports claiming the repairs carried out in 2024 were for faults that had been present when the car was supplied. However, they said an independent engineer reviewed all the information provided to them and concluded there wasn't enough evidence to say the faults were present or developing at the point of supply.

Unhappy with CBL's outcome, Mr S brought his complaint to this service, and it was passed to one of our investigators. In October 2025, the investigator issued their view and recommended that Mr S's complaint should not be upheld. In summary, the investigator concluded—based on the findings of the independent inspection report—that it was unlikely the issue with the missing thermostat was present when the car was supplied.

Mr S didn't accept the investigator's view and provided an updated vehicle fault report, which he said further supported that the thermostat was unlikely to have been present when the car was supplied to him. However, as the investigator's view remained unchanged, Mr S asked that the complaint be referred to an ombudsman for 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.

In considering what is fair and reasonable, I've thought about all the evidence and information provided afresh and the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider to have been good industry practice at the relevant time.

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 what I think is the right outcome.

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.

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.

My starting point is that CBL supplied Mr S with a used vehicle that had travelled almost 110,000 miles. With this in mind, I think it's fair to say that a reasonable person would expect the level of quality to be less than that of a brand-new car with lower mileage; and that there may be signs of wear and tear due to its usage which may impact its overall quality and reliability, so there'd be an increased likelihood of unforeseen problems surfacing sooner than in a new vehicle.

From the information provided, I'm satisfied that there was a fault with the car. This is apparent from a third-party garage invoice dated April 2025, which confirmed an issue with the wiring loom and a fault with the fuel pressure sensor. A fault assessment from another third-party garage, following an inspection carried out in January 2024, identified a missing thermostat that was contributing to issues with the DPF and EGR. The engineer was of the opinion that the thermostat was likely missing at the point of sale. Having established that the vehicle had a fault, I've gone on to consider whether it was of satisfactory quality at the point of supply.

Satisfactory quality

Neither party disputes that the car developed a number of faults, and both have provided evidence to support this. However, the key point in dispute is whether those faults were present—or already developing—at the point of supply.

Mr S raised several concerns, but I've focused on the issues identified in the third-party garage's technical report and the engineer's conclusion that the primary cause of the DPF and EGR issues was a missing thermostat.

After reviewing the evidence provided by Mr S, CBL arranged for an independent vehicle inspection specialist to consider whether the faults were likely to have been present or developing at the time of sale. The independent report concluded that the car began

experiencing ongoing faults from around September 2022, after approximately 3,300 miles of use. It found no technical proof that these faults were present or developing at the point of supply, noting that—aside from the issues linked to the missing thermostat—the remaining faults were more consistent with wear and tear.

Following a further response from the third-party engineer, the independent specialist maintained their view. While they accepted that the explanation offered by the engineer was possible, they noted there was no conclusive technical evidence to demonstrate that the thermostat was missing when the car was supplied.

I've carefully considered all the information from both parties. The diagnostic and fault reports from industry professionals carry weight. However, CBL has also provided an assessment from a vehicle inspection specialist who, although instructed by CBL, is considered independent of both parties. They reviewed all the available evidence using their expertise and reached their conclusions accordingly. Given their impartiality and specialist knowledge, I consider it reasonable to place significant weight on their opinion.

That said, I accept that the third-party engineer's view presents an alternative possibility. However, the independent specialist's position remains more persuasive.

Taking everything into account, while I recognise how strongly Mr S feels about the issues with the car, I haven't seen compelling evidence to demonstrate that the faults were present at the point of supply. On balance, I consider it more likely that the thermostat was intact when the car was supplied.

As I've concluded that the car was of satisfactory quality when it was supplied to Mr S, I don't require CBL to take any action in relation to this complaint.

My final decision

My final decision is that I don't uphold Mr S's complaint about Close Brothers Limited trading as Close Brothers Motor.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 14 May 2026.

Benjamin John
Ombudsman