

The complaint

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

What happened

In September 2023, Mr B acquired a used car through a conditional sale agreement with CBL. The car was around ten and a half years old and had travelled 54,000 miles when it was supplied to him. The cash price of the car was £6,994. An advance payment of £600 was listed, so the total amount financed on the agreement was £6,394, payable over 24 monthly repayments of £318.94.

Mr B complained that, following an MOT in April 2025, he was told that the frame of the vehicle was significantly rusted and would not last much longer. He believes the car was sold to him in a condition that was not fit for purpose. Mr B says that since acquiring the car, he has had to carry out repairs and therefore wants a refund of what he paid.

In July 2025, CBL issued their final response to the complaint, which they did not uphold. In summary, CBL did not consider that the corrosion—or any issue—was present or developing at the point of sale. They added that the previous MOTs had not noted any corrosion as an advisory, so they considered it likely that the corrosion developed during the period Mr B had ownership of the car.

Unhappy with CBL's outcome, Mr B brought his complaint to this service, where it was passed to one of our investigators.

In October 2025, the investigator issued their view and recommended that Mr B's complaint should not be upheld. In summary, the investigator concluded that the issue with the clutch had been brought to this service too late to be considered, so they focused on the corrosion, which they did not consider to be a fault, as the car had still passed its MOT. The investigator also noted that, as Mr B had been able to travel around 13,473 miles since supply and over 2,000 miles since the last MOT, it was likely the car was road legal with no faults at the relevant time.

Mr B did not accept the investigator's view. He responded to say that he believed the corrosion was a fault because it undermined the structural integrity of the vehicle. However, as the investigator's view remained unchanged, Mr B asked for his complaint to 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.

Mr B complains about a conditional sale agreement. Entering into consumer credit contracts like this is a regulated activity, so I'm satisfied we can consider Mr B's complaint about CBL. CBL is also the supplier of the goods under this agreement, and is responsible for a complaint about their quality.

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 B with a used car that had travelled around 54,000 miles and which was over ten years old. 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, or one with lower mileage; and that there would likely be signs of wear and tear due to its usage.

From the information provided I'm satisfied the subframe and suspension components and exhaust system are heavily corroded. This is apparent from the service centre video Mr B provided which confirmed this was the case. Having considered there was significant corrosion, I've considered whether it was of satisfactory quality at the time of supply.

Satisfactory quality

Mr B is unhappy about the level of corrosion on his car, which he believes amounts to major structural corrosion. I've carefully considered the circumstances. Mr B bought the car in September 2023. The MOT records before and after the purchase made no reference to corrosion. Although the April 2025 MOT did note corrosion, it did not find the vehicle to be unroadworthy.

The video inspection provided by Mr B also confirms heavy corrosion and suggests he may wish to consider replacing the vehicle. However, it likewise states that the car remained roadworthy and in a condition that would pass an MOT.

When purchasing a used vehicle, it is reasonable to expect that some components will be nearing the end of their serviceable life. Corrosion naturally develops over time, and it is not unusual for a subframe to show significant corrosion within ten years—depending on factors such as environmental exposure and driving conditions.

I think it is likely that some level of corrosion was already developing when Mr B bought the car. However, I do not consider this to mean the car was of unsatisfactory quality at the point

of sale. Instead, the evidence suggests that the corrosion is consistent with normal wear and tear for a vehicle of this age, mileage and value.

Based on what I've seen, I'm not persuaded that the car's current condition makes it unsafe to drive. If it were genuinely unsafe, I would not expect it to have passed an MOT. I have also seen no independent expert evidence indicating the vehicle is structurally unsafe. So, I'm not persuaded that this is the case.

Mr B is understandably concerned that he has spent money on a vehicle which, after around two years, he feels he may need to replace. I recognise his strength of feeling. However, for the reasons set out above, I do not consider this to be unreasonable—it is a common and inherent risk associated with owning an older used vehicle.

Mr B also raised concerns that he needed to replace the brakes due to corrosion. I agree with the investigator that we have not seen evidence linking the corrosion to any brake replacement, and I am therefore not persuaded this was caused by the issues he has raised.

As I've concluded that the car was of satisfactory quality at the point it was supplied, I do not require CBL to take any action in respect of this complaint.

My final decision

My final decision is that I don't uphold Mr B's complaint about Close Brothers Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 21 April 2026.

Benjamin John
Ombudsman