

The complaint

Miss S complains that a car acquired with finance from Close Brothers Limited trading as Close Brothers Motor Finance ("CB") wasn't of satisfactory quality.

What happened

In April 2022 Miss S was supplied with a car and entered into a hire purchase agreement with CB. At the point of supply the car was around 10 years old and had covered around 120,900 miles.

Miss S experienced issues with the car stopping without warning. A mechanic told Miss S that she had the wrong battery installed so she changed it. However, the car continued to stop without warning.

Miss S complained to CB. CB arranged for an inspection of the car in June 2023. The engineer was unable to start the car. He found fault codes showing that the DSC was under voltage. The inspection report concluded that the fault would not have been present or developing at the point of supply.

Based on the findings of the report, CB didn't uphold the complaint.

Miss S remained unhappy and brought her complaint to this service.

Our investigator didn't uphold the complaint. He said that the age and mileage of the car meant that parts of the car might be close to the end of their natural life and might need replacing. The investigator said that although the car had an outstanding recall, there wasn't any evidence which conclusively linked the fault to the recall.

Miss S didn't agree. She said she wouldn't have purchased the car if she'd known it was subject to an outstanding recall. Miss S said she believed that the car had a manufacturing fault which caused corrosion to the battery lead. She said she didn't think it was reasonable that a car should require extensive repairs only 9 months after the point of supply.

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.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable, taking into account factors such as the age and mileage of the car and the price paid. The legislation says that the quality of the goods includes their general state and condition, as well as things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

The car supplied to Miss S was around 10 years old and had covered around 120,900 miles. So it's reasonable to expect that the car would already have a degree of wear and tear and that it was likely to require repairs sooner than, say, a newer car.

I've reviewed the available information about the issues Miss S experienced with the car. Based on what I've seen, I'm satisfied that there is a fault with the car. I say this because the independent inspection report states that the car doesn't start and that there is a fault code showing that the DSC is under voltage.

I've gone on to consider whether the car was of satisfactory quality when it was supplied.

I appreciate that Miss S has experienced some problems with the car and that this has left her feeling frustrated. However, just because there's a fault with the car doesn't mean that it wasn't of satisfactory quality when it was supplied.

An independent inspection report can help to determine whether a car was of satisfactory quality when it was supplied. I've reviewed the inspection report dated June 2023. The report states that the under-voltage fault was likely to be due to wear and tear, and not unexpected in a car of this age and mileage. The engineer noted that Miss S had covered around 7,976 miles in the car since the point of supply and concluded that the fault would not have been present or developing at the point of supply.

I understand that the car has an outstanding recall. However, a recall of itself isn't evidence that the car has a fault, or that it wasn't of satisfactory quality when it was supplied. I haven't seen any evidence which conclusively links the recall to the fault which has been identified with Miss S's car.

I understand that Miss S feels very strongly about this. She's said that the recall relates to corrosion in the engine which over time will damage the power lead to the battery. She says it must be this which is causing the battery fault in the car. I understand the point Miss S makes but as I've said above, there isn't any engineering evidence to link the fault to the recall.

I understand that the manufacturer is willing to look at the car due to the recall. I would recommend that Miss S takes up this offer. Miss S has said that she's worried that she'll be charged for this. I can't say whether or not this is the case. But in any event, if there is a charge, this isn't something I can ask CB to pay, because I haven't found that the car was of unsatisfactory quality when it was supplied.

For the reasons I've explained, I'm unable to uphold the complaint.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 22 December 2023.

Emma Davy
Ombudsman