

The complaint

Mr O has complained about the quality of a car he acquired, using finance from Close Brothers Limited.

What happened

In May 2022, Mr O entered into a finance agreement with Close Brothers for a used car. He's explained that the dealer carry out a service and change the cam belt. But when the car was delivered, there was no evidence these things had happened. As the dealer is no longer trading, Mr O complained to CBL. He also said some damage to the driver's side heater vent.

An independent inspection was carried out, and CBL offered to pay for the vent to be repaired. But no faults were found with the car, and it would need to be partially dismantled if it were to be established whether or not there was a new cam belt.

Then, in February 2023, a new clutch and flywheel needed to be fitted. CBL wouldn't look into it, without evidence there was a fault present or developing at the point of supply. So, Mr O complained to our service.

One of our investigators looked into what had happened. He agreed there were problems with the car, but thought these were due to normal wear and tear. He noted the car was 11 years old and had 118,000 miles on the clock when it was supplied. So, it could reasonably be expected to have suffered notable wear and tear. And, Mr O had been able to travel around 3,000 miles before the issues with the clutch and flywheel presented themselves. Accordingly, he was satisfied that the car had been of satisfactory quality when it was supplied.

He then looked at what the dealer had said about carrying out a service and changing the cam belt. He saw that Mr O's representative had a text exchange with the dealer, to chase up the service. So, on balance, he thought this had been promised. But there was nothing to support whether the dealer said the cam belt would be changed. So, he thought it fair that CBL now cover the cost of a service.

As Mr O disagreed, his complaint's been passed to me to decide.

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.

Having done so, I agree with our investigator, and for the same reasons he gave. I'm satisfied that the issues were reasonable wear and tear, commensurate with the age and mileage of the car – particularly as Mr O was able to travel around 3,000 before the problems emerged.

As regards the cam belt, I can see no evidence of this being followed up. But the service

was, so I think it likely this was promised.

Putting things right

To put things right, CBL should now cover the cost of having the car serviced, either by arranging this itself, or reimbursing Mr O for the reasonable costs of a standard service, upon him providing an invoice/receipt.

My final decision

For the reasons given above, it's my final decision to uphold this complaint in part. I require Close Brothers Limited to take the actions set out above, in the section entitled 'Putting things right'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 15 January 2024.

Elspeth Wood
Ombudsman