

The complaint

Mr J complains about the quality of a car he has been financing through an agreement with Close Brothers Limited, trading as Close Brothers Motor Finance and who I'll call "Close Brothers".

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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.

I know it will disappoint Mr J, but I am not persuaded there is sufficient evidence this car was of unsatisfactory quality. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

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 J acquired his car under a conditional sale agreement. This is a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The Consumer Rights Act (2015) is the relevant legislation. It says that the car should have been of satisfactory quality when supplied. If it wasn't then Close Brothers, who are also the supplier of the car, are responsible. The relevant law also says the quality of goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances.

In a case like this which involves a car the other relevant circumstances would include things like the age and mileage at the time the car was supplied to Mr J. The car here was already seven years and eight months old and had completed more than 85,000 miles. So, I don't think a reasonable person would expect it to be fault free, as would perhaps be the case with a brand new car. I think there would be a reasonable expectation that the car would already be experiencing signs of wear and tear and that some components may be reaching the end of their serviceable life.

So Close Brothers aren't responsible for *any* fault that occurs on Mr J's car. They are only responsible for faults that could fairly be said to have been present or developing on the car

when it was supplied, and that could fairly be considered to be beyond normal wear and tear given the age and mileage of the car.

There have been the following issues with the car since Mr J took ownership of it in December 2021:

December 2021	Engine Management light (EML) relating to air flow sensor.
February 2022	Mr J says a spring broke and needed replacing.
February 2022	rear crank oil seal leak.
April 2022	Mr J raised issues about the car burning oil, or the oil leak returning.
May 2022	drivetrain problem caused by blocked DPF.
June 2022	faulty fuel injector repaired at 96,624 miles.
July 2022	EGR valve problem and DPF problem.
August 2022	EGR valve repair.
October 2022	EGR fault reoccurs, and Mr J stops using the car.

When a fault occurs that would be considered unrelated to normal wear and tear and that makes the car of unsatisfactory quality, the relevant legislation allows the business one opportunity to repair that fault. I don't think a reasonable person would expect to have any warning lights illuminated when they first took receipt of the car and I think the EML problem in December 2021 was one that the business needed to put right for Mr J. He may have been entitled to reject the car when the repair failed, but I can't see Mr J asked to reject the car at that point and I'm persuaded he therefore accepted the subsequent repairs to remedy the fault he had experienced.

I'm not persuaded I have sufficient evidence to suggest the subsequent faults Mr J experienced with the car were present or developing at the point of supply. In the absence of expert testimony to the contrary they seem like problems that could be expected on a car of this age and mileage, especially when considering the additional mileage Mr J covered in the car.

The relevant legislation says that when we consider whether a vehicle has been of satisfactory quality we should also consider whether it has been durable. I've thought about that here as it's clear Mr J has experienced a few problems with the car. But I don't think Mr J's car could be considered not to have been suitably durable as I note he has been able to complete about 20,000 miles in it within the first 10 months of ownership. That's significantly more than the average mileage for a car of this type.

So, I don't think I have sufficient evidence to suggest this car has been of unsatisfactory quality and I'm not therefore asking Close Brothers to take any further action.

I understand that Mr J has now stopped making payments towards his agreement and he's explained to us that he's experiencing some financial difficulties. I'd expect Close Brothers to show some forbearance in those circumstances and to see what they can do to help Mr J if he reaches out to them.

My final decision

For the reasons I've given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 21 August 2023.

Phillip McMahon

Ombudsman