

## **The complaint**

Mr M complains that a car acquired with finance from Close Brothers Limited wasn't of satisfactory quality.

## **What happened**

In September 2022 Mr M was supplied with a car and entered into a conditional sale agreement with Close Brothers. At the point of supply the car was around 11 years old and had covered around 117,426 miles.

Mr M experienced some issues with the brakes. He contacted the supplying dealer who told him to bring the car in. Mr M says that the dealership told him they had repaired a sensor on the brakes.

When Mr M got the car back it was making a noise, so he took it to a garage. In October 2022 a vehicle health check showed that the clutch was worn, that the rear brake pads needed replacing, that a brake fluid change was overdue and that there was play in the console bushes.

The car was also inspected by another garage who quoted Mr M for some work to the suspension.

Mr M says he contacted the supplying dealer again but when he got there, they said they wouldn't carry out the repairs because it was too expensive. Mr M says that the situation escalated and that he drove off because he felt threatened.

Mr M complained to Close Brothers. Close Brothers said it wanted to arrange an independent inspection of the car. Mr M didn't agree because he thought the report would be used against him.

In its final response, Close Brothers didn't uphold the complaint. It said that Mr M hadn't agreed to an inspection to validate the faults and hadn't provided a third party report.

Mr M remained unhappy and brought his complaint to this service.

Our investigator didn't uphold the complaint. She said there wasn't enough evidence to show that the car wasn't of satisfactory quality at the point of supply, and that the issues experienced by Mr M were more likely due to reasonable wear and tear.

Mr M didn't agree so I've been asked to make 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.

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 condition as well as things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

I would expect a second hand car, such as that supplied to Mr M, to have a degree of wear and tear and to require repairs more often than a brand new car. So, in order to uphold this complaint, I would need to be satisfied that there was a fault with the car at the point of supply, as opposed to a fault which occurred due to general wear and tear.

I've reviewed all of the available evidence about the issues which occurred with the car. Based on what I've seen, I'm satisfied that there was a fault with the car. I say this because the inspections which were carried out on the car showed that there were issues with the brakes, clutch and suspension.

Just because there's a fault doesn't mean that the car wasn't of satisfactory quality. I've reviewed the available evidence to determine whether the car was of satisfactory quality when it was supplied to Mr M.

There's no independent inspection report here. So, I've looked at the reports provided by the garages that Mr M took the car to. None of these reports state that the fault identified would've been present or developing at the point of supply.

I've considered the nature of the faults that were diagnosed. All of the issues – the brakes, the clutch and the suspension – are things that are likely to be subject to general wear and tear as a car gets older and covers more mileage. So, for instance, a clutch can reasonably be expected to last up to around 100,000 miles depending on how the car has been driven and whether it's been regularly serviced. In other words, the clutch is something that a consumer might reasonably expect to replace during the lifetime of a car. In this case, Mr M's car had covered around 117,000 miles at the point of supply. In the absence of any evidence that the clutch had an inherent defect, I think it's likely that the clutch needed replacement due to general wear and tear. This isn't something I can fairly hold Close Brothers responsible for.

I've reached the same conclusions about the brakes and the suspension. These are serviceable component parts of the car which are likely to require replacement due to general wear and tear.

Based on what I've seen, there isn't enough evidence to persuade me that the car supplied to Mr M had an inherent defect, I'm of the view that the issues experienced by Mr M were due to general wear and tear.

I appreciate that Mr M has suffered inconvenience because he hadn't been able to use the car. However, having considered the issues and reviewed the available evidence, there isn't enough evidence to show that the car wasn't of satisfactory quality at the point of supply.

For these reasons, I won't be asking Close Brothers to do anything further.

### **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 Mr M to accept or reject my decision before 17 October 2023.

Emma Davy  
**Ombudsman**