

## **The complaint**

Mr B complains Close Brothers Limited (Close Brothers) supplied him with a car that he believes wasn't of satisfactory quality.

Mr B is represented by his mother, Mrs B, however as he's the agreement holder, I will refer to him throughout this decision.

## **What happened**

In May 2022, Mr B entered into a 36 month conditional sale agreement for a used car. The car's case price was £4,000, it was first registered in April 2006 and it had travelled in excess of 93,000 miles. Mr B was required to pay monthly instalments of £152.

He says upon acquiring the car, he had issues with it and it was taken twice to a garage for repair. In June 2022, the lower suspension arm was replaced as the ball joint was worn. This was due to an advisory following a previous MOT test.

Around August 2022, Mr B was involved in a car accident whereby he hit a traffic bollard and damage was caused to the car. He said the steering wasn't responsive which led to the accident. He hasn't driven the car since. He complained to Close Brothers.

In April 2023, Close Brothers arranged an independent inspection of the car. It said there were no failed components in the steering and suspension components. The visible damage was a result of the impact of the accident and they were unable to identify any other faults that would've caused the car's steering to fail. It also noted the battery was completely depleted as the car hadn't been used since the accident.

Following the findings of the inspection report, Close Brothers didn't uphold the complaint.

Unhappy with their response, the complaint was referred to our service. Our investigator recommended the complaint wasn't upheld. She said further to the conclusions of the inspection report and other evidence, there wasn't enough to say there was a fault with the car. She concluded it was of satisfactory quality at supply.

Mr B disagreed and maintained his position.

As an agreement couldn't be reached, the complaint has been referred 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.

As a starting point, I wish to say I'm very sorry to hear about the car accident Mr B was involved in and the impact it's had on his life - physically, mentally and financially. I

appreciate this was a difficult and stressful time for him and he's still dealing with the impact of it up to the present day.

Mr B acquired a car under a regulated credit agreement. Close Brothers was the supplier of the goods under this type of agreement meaning they are responsible for a complaint about the supply and the quality of the car.

The Consumer Rights Act 2015 (CRA) is relevant to this complaint. It says that, under a contract to supply goods, there is an implied term that "the quality of the goods is satisfactory". To be considered "satisfactory", the goods would need to 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 involving a car, the other relevant circumstances a court would take into account might include things like the age and mileage. The quality of goods includes other things like fitness for purpose, appearance, freedom from minor defects, safety and durability.

Mr B acquired a car that was around 16 years old and had travelled over 93,000 miles. As this was a used car with considerable mileage and age, it's reasonable to expect parts may already have suffered substantial wear and tear when compared to a new car or one that is less travelled. Meaning there's a greater risk this car might need repair and/or maintenance sooner than a car which wasn't as road-worn.

I've carefully considered all the evidence that has been presented in this case which includes evidence from garages, an independent inspection report, MOT history, photos, videos and Mr B's version of events.

Mr B says there were issues with the car shortly after acquiring it and he reported it to the supplying dealership. However it's unclear what exactly these issues were and there's not enough evidence about it.

In the absence of strong evidence, like the investigator, I've reviewed the car's MOT history. In February 2022, it failed its MOT due to the rear sub-frame being corroded and seriously weakened, this was considered a major defect. However a month later in March 2022, it passed without any major defects identified, meaning the car was considered to be road-worthy. On balance, I find it's more likely than not, a repair to the sub-frame was carried out following the MOT failure and this happened before Mr B entered into the agreement.

March's MOT did note an advisory that there was slight play in the lower suspension arm ball joint. I've seen evidence that around a month after Mr B acquired the car, it was taken to a garage for a repair. As advised by the MOT, the lower suspension arm was replaced. Given the car was determined to be MOT road-worthy and taking into account significant wear and tear would've been present due to the car's age and mileage, I don't find this issue with the suspension made the car of unsatisfactory quality.

Turning to the independent inspection, I find it's reasonable to rely on its conclusion. I say this because it was carried out by a qualified person who has the relevant knowledge and expertise in car mechanics and they thoroughly inspected the car. Having done so, the mechanic said there was no fault with the car's steering or suspension and the only damage present was a result of the accident. In the absence of any other strong evidence to contradict that, I'm persuaded by the inspection's findings.

Mr B has provided a report and video evidence from a garage which in summary says the car has a number of fault codes present, the steering is misaligned to the front wheels and there's significant damage to the car's underside including corrosion. It concludes the car has structural damage and it isn't safe to drive. However it appears that garage looked at the

car after it was involved in the accident. Given the likely impact of the collision, it's expected damage would be present and faults would be found. On balance, I believe that was due to the accident rather than it being present at the point of sale.

I'm aware Mr B strongly believes there was a fault with the steering when he bought the car and its failure later caused the accident. However I have insufficient evidence to show there was a fault with the steering or any other parts which would've made the car of unsatisfactory quality.

#### *Other*

I'm aware Close Brothers have offered £50 as a goodwill gesture as they accepted their level of service could've been better when the complaint was initially raised. From my understanding Mr B has accepted this.

I also note he has told our service he's unhappy with Close Brother's actions when ending the agreement and collecting the car. However I can't see these particular points were mentioned to Close Brothers when this complaint was initially raised. As there's nothing to suggest they've had the chance to investigate these additional points, it would be in appropriate for me to comment on it. If Mr B still wishes to complain about these further points, he should contact Close Brothers directly about it. If he's unhappy with their response, our service may be able to look into it.

Taking everything into account, I'm satisfied the car was of satisfactory quality when it was supplied to Mr B. Therefore I won't be asking Close Brothers to do anything further to resolve this complaint.

#### **My final decision**

For the reasons set out above, I've decided not to uphold Mr B's complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 7 April 2024.

Simona Reese  
**Ombudsman**