

## The complaint

Ms H complains that the motorbike she acquired through Close Brothers Limited, trading as Close Brothers Motor Finance ("CBMF") wasn't of satisfactory quality. She wants CBMF to resolve things by repairing the motorbike to a standard that makes it fit for purpose.

## What happened

Ms H entered into a conditional sale agreement in May 2024 to acquire a used motorbike. The cash price of the motorbike was £9,329 and, after taking account of Ms H's deposit of £200, the total amount repayable was £13,394, and was to be repaid through the credit agreement which was set up over a 60-month term with monthly payments of £219.90. At the time of acquisition, the motorbike had already been ridden just over 18,000 miles and was around 15 years old.

Ms H says the engine failed suddenly, and she wants CBMF to pay for repairs because the motorbike it supplied was not of satisfactory quality.

CBMF rejected this complaint. It said an independent inspection of the motorbike had concluded that the engine damage was a result of over-revving or being over-speeded beyond its design capabilities resulting in catastrophic engine destruction. It said the faults with the motorbike would not have been present or developing at the point of sale.

CBMF did agree to refund some monthly payments back to Ms H to reflect payments she'd made when she'd not had use of the motorcycle up to the point when the findings of the independent inspection were published.

CBMF told this Service that the supplying dealership said it had also looked at the bike, but had been unable to find any evidence of a fault from the point the motorbike was supplied. The supplying dealership said, *"everything was at it should be with the service history before we sold it...all indications from the damage seen are that the rear cylinder was out of timing or was exposed to a sudden spike in revs above its safe working range i.e. changing down a gear instead of up causing the piston to make contact with the valves"*.

The supplying dealership also said the garage that conducted the servicing after it had supplied the motorbike confirmed it had changed the timing belts, and checked/adjusted the valve clearance. It explained that *"should a timing issue have been present or developing at [point of sale] it would have caused this kind of engine failure much sooner"*. It concluded that as work had been conducted on the motorbike - a third-party had replaced critical components associated with the timing of the engine between the time it supplied the motorbike and the time of engine failure - it would not accept liability for what had happened.

Our investigator looked at this complaint and said she didn't think it should be upheld. She went on to explain that just because something had gone wrong with the motorbike, it didn't mean that it was of unsatisfactory quality when it was supplied, and she explained the relevance of the Consumer Rights Act 2015 ("CRA") in the circumstances of this case.

Our Investigator said that taking into account the report following the independent inspection, she'd seen no evidence that the motorbike wasn't of satisfactory quality at the point of supply. And she said that although Ms H's own garage had reached a different conclusion about the cause of engine failure, when she telephoned it to discuss its comments, it had not been able to provide supporting evidence to back up what it *thought* had happened.

Ms H disagrees so the complaint comes to me to decide, and she asked our Service whether CBMF would refund further payments in view of the fact that she'd had no use of the motorbike after the independent inspection.

### **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've reached the same conclusion to that of our investigator, and I don't think this complaint should be upheld – and I'll explain why.

I hope that Ms H won't take it as a discourtesy that I've condensed her complaint in the way that I have. Ours is an *informal* dispute resolution service, and I've concentrated on what I consider to be the crux of this complaint. Our rules allow me to do that. Ms H should note, however, that although I may not address each individual point that she's raised, I have given careful consideration to all of her submissions before arriving at my decision.

When looking at this complaint I need to have regard to the relevant laws and regulations, but I am not bound by them when I consider what is fair and reasonable.

As the conditional sale agreement entered into by Ms H is a regulated consumer credit agreement this Service is able to consider complaints relating to it. CBMF is also the supplier of the goods under this type of agreement, and it is responsible for a complaint about their quality.

Under the Consumer Rights Act 2015 ("CRA") there is an implied term that when goods are supplied "the quality of the goods is satisfactory". The relevant law says that the quality of the goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, price and all other relevant circumstances.

The relevant law also says that the quality of the goods includes their general state and condition, and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of the quality of the goods. So, what I need to consider in this case is whether the motorbike *supplied* to Ms H was of satisfactory quality or not.

The CRA also says that, where a fault is identified within the first six months, it's assumed the fault was present when the motorbike was supplied, unless CBMF can show otherwise. But, if the fault is identified after the first six months, then it's for Ms H to show the fault was present when she first acquired the motorbike. So, if I thought the motorbike was faulty when Ms H took possession of it, and this made the motorbike not of a satisfactory quality, it'd be fair and reasonable to ask CBMF to put this right.

I don't think there's any dispute that Ms H has experienced problems with the motorbike. That has been well evidenced by her testimony. But, whilst I accept that there has clearly been an issue that manifested itself ultimately with the catastrophic failure of the engine, CBMF would only be responsible for putting things right if I'm satisfied that the underlying

fault that caused this was present or developing when the motorbike was supplied – that is to say, the motorbike wasn't of satisfactory quality when Ms H first acquired it.

The third party instructed by CBMF to carry out an independent inspection of Ms H's motorbike is recognised and qualified to carry out these assessments. From reading its report, it's clear that it was provided with an accurate background that clearly set out the issues.

In their report, the engineer said the following:

- *"Customer's bike broke down, has been assessed at a local garage as well as in-house which shows engine failure"*
- *"The engine's rear cylinder head had been removed. This was found to have all four of its valves broken, and two displaced valve heads were jammed in their respective ports. The cylinder head was very impact-damaged on the combustion chamber ceiling".*
- *"The exposed valve gear and camshafts were intact, undamaged and well-lubricated".*
- *"The cylinder head timing belts rollers were of recent installation, damage free and rotated well, smoothly and quietly by hand as were the engine block mounted timing belt rollers, tensioners, and pump drive".*
- *"The two timing belts were noted to be of recent installation and were damage and wear-free".*
- *"The cylinder bore/barrel than been removed. The lower insert section of the barrel had a large section broken off and there was excessive internal cylinder bore damage. It was found that the piston was smashed, but still securely attached to the crankshaft. Most of the displaced piston metal was in the engine sump".*

So, I'm satisfied that the issue that Ms H complained of is present and as she described.

But the simple existence of the fault in itself isn't enough to hold CBMF responsible for repairing the motorbike or accepting its rejection. The legislation says that this will only be the case if the fault was present or developing at the point of supply; the motorbike supplied was not of satisfactory quality.

The independent report went on to address this, and the independent engineer made the following points:

- *"Extensive damage was found to the rear piston, cylinder bore/barrel, cylinder head, and valves".*
- *"The visible components and exposed internal surfaces were covered in engine oil and appeared clean, indicating that the engine was regularly maintained prior to the failure".*
- *"It was confirmed that the engine timing belts, and all associated components were replaced recently, with the replacement taking place approximately 900 miles before the failure incident. Based on this, it can be conclusively stated that the timing belts and components were not the cause of the failure".*

The engineer concluded that:

- *"It is our professional opinion, the engine failure occurred due to the engine being over-revved or over-speeded beyond its design capabilities. This caused a sudden and excessive increase in engine revolutions, leading to the incorrect valve timing*

*and a loss of valve-to-piston relation. The result was high-speed valve-to-piston contact, leading to catastrophic engine destruction”.*

- *“The motorcycle will need a complete engine replacement to repair the extensive damage caused by the overspeed incident and therefore not the responsibility of the sales agent to rectify”.*

So, on the basis that the underlying cause and fault was *not* present or developing at the point of supply and there’s nothing to suggest that it was the result of repairs prior to Ms H acquiring the motorbike that subsequently failed, I simply can’t say that the motorbike was of unsatisfactory quality when it was supplied.

Moreover, the engineer makes no cautionary statements about the conclusions reached, or that a different conclusion may have been reached with additional information. The instruction of an independent inspection is what’s required and expected in these circumstances.

Ms H has employed her own garage to look at repairs, and I’ve considered its comments carefully, but I just don’t find them to be persuasive. Although it’s provided its own opinion, it has provided no evidence or documentation to support its position. So, in the absence of any other persuasive and independent evidence to the contrary, I’m not persuaded that Ms H’s motorbike was of unsatisfactory quality when supplied. So, I can’t hold CBMF responsible for the problems Ms H has experienced with it.

Finally, Ms H has asked whether CBMF should refund further monthly payments to her in recognition of the additional period that she’s had no use of the motorbike. But that’s not a matter for this Service. CBMF’s previous refund was appropriate because at that point, no firm conclusions had been reached about the likely cause of engine failure and consequently who would be responsible for repairs to the motorbike.

The independent inspection addressed this clearly, and I’ve decided that I’m not holding CBMF responsible for what has happened. It’s now solely a matter for CBMF as to whether it wishes to refund Ms H any further payments.

I know Ms H will be disappointed with this decision, but I hope she understands why I’ve reached the conclusions that I have.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Ms H to accept or reject my decision before 8 October 2025.

Andrew Macnamara  
**Ombudsman**