

The complaint

Mrs S complains that Close Brothers Limited (“CBL”) refused to accept the rejection of her faulty car.

What happened

In May 2024 Mrs S bought a second-hand car at a cost of £6,470 funded by a conditional loan from CBL. It was some 11 years old and had covered 86,868 miles. In August 2024, the car was repaired following an oil leak and further repairs were carried out in September. Mrs S says she told the dealer about an issue with the timing chain at this point, but they said it would be her responsibility to repair it.

The car broke down in January 2025 and was recovered to the dealer’s premises. Mrs S contacted CBL in February and it commissioned an independent report. This concluded the fault had not been present at the point of sale and so CBL rejected Mrs S’ claim. She then brought a complaint to this service where it was considered by one of our investigators who didn’t recommend it be upheld. He noted that the car was elderly and had passed its MOT shortly before the sale. He also noted that the car had covered 15,000 miles since the purchase and so he felt it had not been established that the car was faulty at the point of sale.

Mrs S didn’t agree and said she had raised concerns about the timing chain in September 2024 and she didn’t think the pre-sale MOT was reliable evidence. She said timing chain issues develop over time and so it could have been at fault when she bought the car. Mrs S provided a brief report from another garage dated 12 September 2024 which stated “It appears that a previous repair (timing chain?) was not completed to standard.” She also questioned the service record as the independent report showed no record of a service since 2018.

Our investigator was not persuaded to change of his mind and so Mrs S asked that her complaint be considered by an ombudsman.

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 have every sympathy with Mrs S, but I do not consider I can uphold her complaint. I will explain why.

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

The car supplied to Mrs S was second hand, so I'd expect it to have a degree of wear and tear and to require more repairs and maintenance than, say, a brand new car. So, in order to uphold this complaint, I would need to be persuaded that there was an inherent fault with the car at the point of supply, as opposed to a fault which occurred due to general wear and tear.

Based on what I've seen, I'm satisfied that there was a fault with the car. I say this because the independent inspector has confirmed that the timing chain had failed.

I've gone on to consider whether the fault meant that the car wasn't of satisfactory quality at the point of supply. An independent inspection report can help to determine whether a car is of satisfactory quality.

I've looked at the independent report undertaken in March 2024. The report states that the timing chain has failed. It says:

- *"The engine was difficult to start and cranked slowly before firing.*
- *Upon starting, a loud metallic rattling and knocking noise was heard from the timing chain area, varying with engine speed.*
- *Engine juddering and vibration were severe, confirming internal mechanical issues.*
- *Due to the severity of the noise, the engine was switched off immediately to prevent further damage.*
- *No road test was possible"*

Cause of the issues:

- *The timing chain is likely worn, detensioned, or has suffered internal component failure.*
- *The engine vibration and juddering are indicative of significant internal damage.*
- *Oil condition suggests extended service intervals, which can accelerate timing chain wear.*
- *The vehicle has not had the timing chain replaced, despite it being flagged as a potential issue in September 2024.*

The report concludes:

"The timing chain failure developed after the point of sale.

The vehicle passed its MOT at a similar mileage, confirming no evident engine faults at that time.

The previous oil leak repair was unrelated to the current issue.

The customer was advised about the timing chain issue in September 2024 but did not proceed with repairs.

The dealer is not liable for repair costs, as this is a maintenance issue that has worsened due to continued use."

I have also noted the rather brief report mentioned above, but I do not consider this is such that I can ignore the findings of an independent inspector's comprehensive report. The report points out that it is likely a timing chain issue, had it been present, would have been picked up during the MOT. He also notes that significant mileage done by Mrs S before the car broke down. He said had the fault been present at the point of sale it would have shown up before Mrs S had covered that amount of miles. He also noted that the car was due a service some 9,000 mile previously which indicated a lack of routine maintenance.

I must rely on the report by an independent expert and his work does not support Mrs S' claim. It seems more than likely that the car suffered from wear and tear and there were no grounds that would require CBL to accept rejection of the car or cover the cost of repair. As such I do not consider I can uphold this complaint.

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 Mrs S to accept or reject my decision before 27 October 2025.

Ivor Graham
Ombudsman