

## The complaint

Mr B complains about a van supplied to him using a conditional sale agreement taken out with Close Brothers Limited ("Close Brothers").

## What happened

In October 2023, Mr B acquired a used van using a conditional sale agreement with Close Brothers. The van was around six years old, its cash price was £11,940, its mileage was 121,496 miles.

In April 2025, Mr B said the van broke down and the engine seized due to a timing belt failure at around 178,150 miles. Mr B said the van has remained at his home and hasn't been able to be driven since.

Mr B said he thought the timing belt had been replaced in March 2023, so was surprised that it had failed so soon. He said that the service book for the van showed that it was replaced in March 2023 at 113,214 miles. Mr B also thought there was a safety recall in relation to the timing belt which meant it needed to be replaced before the van was supplied to him.

Mr B complained to Close Brothers in May 2025 due to the quality of the van. Close Brothers gave their final response and explained that they didn't uphold Mr B's complaint. In summary they said that they didn't believe fault with the van was present or developing at the point of supply. Later, Close Brothers said that they thought they could have offered a better service to Mr B when he complained to them. So, they offered him £30 in relation to the service they provided.

Unhappy with Close Brother's responses, Mr B referred his complaint to our service in May 2025. Our investigator didn't uphold Mr B's complaint. In summary, he found that the van did have a fault, but didn't think it was present or developing at the point of supply. Among other things, the investigator also didn't think there was enough evidence to suggest the service book had been falsified and that the timing chain hadn't been replaced in March 2023.

Mr B disagreed with the investigator's findings. Among other things, he strongly believed the timing belt shouldn't have failed when it did, had it been replaced in March 2023 as he thought was suggested by the service history of the van. Mr B also believed the van was subject to an outstanding recall when it was supplied to him, yet this wasn't resolved by the supplying dealership.

Mr B had an independent report completed on the van in October 2025. The van's mileage was recorded as 178,143 miles on the report. In summary, the engineer concluded that the timing belt hadn't been replaced in March 2023 and believed the engine failure was due to a pre-existing condition, that being that the timing belt was at the end of its life due to a latent defect.

Our investigator explained that he didn't think the service history suggested that the timing belt had been replaced in March 2023 and he also didn't think that a misrepresentation had been made in relation to it, having seen the advert for the van.

As Mr B disagreed with the investigator's outcome, the complaint was passed 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.

Having done so, I'm not upholding this complaint and I'll explain why below.

I'm aware I have summarised events and comments made by both parties very briefly, in less detail than has been provided, largely in my own words. No courtesy is intended by this. In addition, if there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is a fair outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as an alternative to the courts.

Mr B complains about a van supplied to him under a conditional sale agreement. Entering into consumer credit contracts such as this is a regulated activity, so I'm satisfied I can consider Mr B's complaint about Close Brothers.

Mr B, Close Brothers and our investigator all referenced the Consumer Rights Act 2015 ("CRA") in relation to this complaint. From what Mr B has told our service about the use of the van, I'm satisfied Mr B entered into the agreement predominantly for business purposes, as he said he used his van for removals. So, I don't think Mr B was acting as a consumer. So, the CRA doesn't apply here. Instead, the Sale of Goods Act 1979 ("SGA") is relevant to this complaint.

Whether it is the CRA or SGA which is applicable here, I don't think it makes a difference or impacts the findings I need to make. I say this because, similar to the CRA, the SGA implies a term into the contract that the van Close Brothers supplied to Mr B should have been of "*satisfactory quality*". Again, similar to the CRA, the SGA explains satisfactory quality is what a reasonable person would expect, taking into account any relevant circumstances. I would consider relevant circumstances here to include things, amongst others, like the van's age, price, mileage and description.

So, what I need to consider here is whether the van supplied to Mr B was of satisfactory quality or not. And in order to do that, I first need to consider whether the van developed a fault. I'll take into account that the van was used, around six years old, had been driven around 121,500 miles and cost around £12,000. I think a reasonable person would accept that it would not be in the same condition as a new van and was likely to have several parts that are worn.

#### Had the van developed a fault?

Mr B has supplied a confirmation of a vehicle diagnosis, which was stamped by a third-party garage. It suggested that the third-party garage had inspected the van in April 2025 and found that the engine had seized due to a timing belt failure.

While I haven't seen any specific diagnostics completed on the van, I'm mindful that it isn't in dispute by either party that the van's engine seized. So, I'm satisfied from what I have seen that the van had a fault with its engine due to a timing belt failure.

#### Was the van of satisfactory quality at the point of supply?

What is in dispute here is whether the fault to the timing belt meant the van was supplied of unsatisfactory quality. Mr B strongly feels the timing belt shouldn't have failed when it did. He believed there was a recall in relation to the timing belt which meant it should have been replaced before it was supplied to him. Mr B has also supplied a report from an independent inspection which was completed on the van towards the end of September 2025. The report concluded that the engine failure was due to a pre-existing condition, that being that the timing belt was at the end of its life due to a latent defect.

On the other hand, Close Brothers don't think the issue with the timing belt was a pre-existing fault with the van, given it had been driven for around 18 months and over 56,000 miles since the point of supply.

While I do appreciate the findings made in the report, I do think that, had the issue with the timing belt have been present or developing at the point of supply, it would have presented itself much sooner than it had done, and I don't think Mr B would have been able to drive over 56,000 miles before it failed. Mr B has shown that the van was regularly serviced whilst it was in his possession. So, I think it would have been likely to have been identified much sooner if there was an issue with the timing belt which was present or developing at the point of supply.

In relation to the recall Mr B has referenced, from a general search online, it says that the manufacturer of the van revised its service interval in relation to the timing belt, rather than issue a specific recall notice. In any event, even if there was a recall notice, I can't see there being specific guidelines that the timing belt needed to be replaced, but rather that it had to be inspected. And if, during the inspection, signs of deterioration were present, then to replace it. As I'm satisfied that Mr B was able to drive the van for over 56,000 miles without any issue with the timing belt, I don't think Close Brothers are liable for any issue with the timing belt not being replaced in March 2023.

Considering the above, I'm satisfied the van was supplied of satisfactory quality to Mr B.

#### A misrepresentation in relation to a timing belt replacement

Mr B believes the van was sold as having a timing belt replacement prior to it being supplied to him. To support his argument, Mr B has referenced the September 2025 inspection carried out to the van which concluded that the timing belt in the van is the original factory fitted belt.

It's worth highlighting, that I don't dispute that the timing belt hasn't been replaced and that the failed timing belt in the van, when inspected, was the original, factory fitted one. But what I need to consider is whether a misrepresentation has been made here in relation to the timing belt replacement.

A misrepresentation would have taken place if Mr B was told a 'false statement of fact' about the van, and this induced him into entering into the contract to acquire it when he otherwise would not have. I've also considered whether the van was as described as set out in the SGA.

Mr B has provided extracts of the service book, and of particular relevance is the section from March 2023. Handwritten in the service book were the words, "*Service done*". Mr B believes it suggests the van was sold with a timing belt replacement being completed on the van at the time, as the word, "*done*" from "*service done*" was written in the field where a message for the timing belt should have been recorded.

I can't be sure whether the handwritten message saying "*service done*" was in relation to the timing belt. However, even if I was to accept this was the case, I'm not satisfied it indicated that it was replaced, as Mr B has suggested. I think it more rather suggests it was inspected during a service, as I explained above.

I'm also mindful that no other evidence supplied suggests that Mr B was told that the timing belt was replaced in March 2023, and that includes having seen a copy of the text for the sales advert for the van.

Considering the above, I'm satisfied that a false statement of fact hadn't been made in relation to the timing belt here. It follows that I don't think a misrepresentation was made. For similar reasons, I also don't think the van was misdescribed to Mr B.

#### The customer service received by Close Brothers

Mr B also complained about the way Close Brothers handled his complaint and that he feels he wasn't fully supported by them. Close Brothers, in response, offered Mr B £30 compensation. I have listened to the call where Mr B explained his circumstances to Close Brothers. I also agree that Close Brothers could have treated Mr B more fairly here. Considering what has occurred and how promptly Close Brothers acknowledged their mistake and tried to put things right, I'm satisfied the offer they made is fair in the circumstances.

It is unclear whether Mr B accepted this offer and whether Close Brothers have paid it to Mr B. If Mr B would still like to accept this offer made by Close Brothers and it hasn't been paid to him yet, I'd suggest he gets in touch with Close Brothers directly to see whether it is still available.

#### **My final decision**

For the reasons I've explained, I don't uphold this complaint. So, I don't require Close Brothers Limited to do anything more here.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 16 December 2025.

Ronesh Amin  
**Ombudsman**