

## **The complaint**

Miss C complains about the quality of a car he acquired under a conditional sale agreement with Close Brothers Limited trading as Close Brothers Motor Finance (CB).

When I refer to what Miss C and/or CB have said or did, it should also be taken to include things said or done on their behalf.

## **What happened**

In February 2024, Miss C entered into a conditional sale agreement with CB to acquire a car first registered in November 2012. At the time of acquisition, the car had travelled around 111,198 miles. The cash price of the car was around £6,499. The total amount payable was £8,387.60. There were 47 consecutive monthly payments each £153.70 followed by one monthly repayment of £163.70 due 48 months after the date of the agreement.

Miss C said that in February 2025 the car suddenly stopped, so she called a recovery company who towed the car to a garage near her home. Miss C said that the recovery company told her that there was a previous fault with the car which occurred in June 2023, related to the 'Cam Chain broken'. She feels the supplying dealership should have told her about the car's previous faults.

Miss C said that she has supplied two reports from a recovery agent and two different reports from the mechanics to CB which confirm that the car faults existed prior to her acquiring the car. She said that she has been quoted around £5,200 to replace the engine which she thinks CB should be responsible for. She said she is unhappy that she is paying for storage fees and a car she cannot use. Miss C said that due to her family situation this has caused her a lot of distress and inconvenience.

In May 2025, CB wrote to Miss C. In this correspondence they said they arranged for an independent engineer to inspect the car, and this was completed on 16 April 2025. They said the report confirmed the following there were some fault codes present which were related to a timing issue, correlation issue between crankshaft and camshaft. They said this could possibly suggest that there is a failure of the timing chain or a significant degree of wear within the timing chain, which would lead to incorrect operation of the engine. The report also confirmed that, as the car covered approximately 7,502 miles since supply, it would be considered to be in service wear, tear and deterioration. Also, the report concluded that it is unlikely this fault would have been present at the point of supply.

In that correspondence CB also said that Miss C was outside six months of the purchase date, so the burden of proof was with her to provide evidence that the current fault was present or in development at the point of supply. Without supporting evidence, they were unable to assist her further.

Miss C remained unhappy, so she referred her complaint to the Financial Ombudsman Service (Financial Ombudsman).

Our investigator was of the opinion that the complaint should not be upheld. The investigator did not think that CB have done anything wrong.

Miss C disagreed with the investigator. So, the complaint has been 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.

Where evidence is unclear or in dispute, I reach my findings on the balance of probabilities – which is to say, what I consider most likely to have happened based on the evidence available and the surrounding circumstances.

In considering what is fair and reasonable, I need to take into account the relevant rules, guidance, good industry practice, the law and, where appropriate, what would be considered good industry practice at the relevant time. Miss C acquired the car under a conditional sale agreement, which is a regulated consumer credit agreement. Our service can look at these sorts of agreements. CB is the supplier of goods under this type of agreement and is responsible for dealing with complaints about their quality.

I have summarised this complaint very briefly, in less detail than has been provided, and largely in my own words. No discourtesy is intended by this. If there is something I have not mentioned, I have not ignored it. I have not commented on every individual detail. But I have focussed on those that are central to me reaching, what I think is, the right outcome. This reflects the informal nature of the Financial Ombudsman as a free alternative to the courts.

I know that Miss C is unhappy about certain actions/inactions of the supply dealership/broker and for some of these CB might be responsible for, such as for example what was said or done during the antecedent negotiations before Miss C entered the finance agreement. But I can only consider actions/inactions of CB and only the aspects they are responsible for, and I cannot look at certain actions and/or inactions of the dealership or broker or the manufacturer which Miss C might be unhappy about. So, in this decision I only focused on the aspects I can look into. And I am only looking at the events that have been raised by Miss C with CB, the ones they had an opportunity to address in their May 2025 correspondence.

The Consumer Rights Act 2015 (CRA) covers agreements such as the one Miss C entered into. Under this agreement, there is an implied term that the goods supplied will be of satisfactory quality. The CRA says that goods will be considered of satisfactory quality where they meet the standard that a reasonable person would consider satisfactory – taking into account the description of the goods, the price paid, and other relevant circumstances. I think in this case those relevant circumstances include, but are not limited to, the age and mileage of the car and the cash price. The CRA says the quality of the goods includes their general state and condition, as well as other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability.

In Miss C's case the car was used, with a cash price of around £6,499. It had covered around 111,198 miles and was more than 11 years old when she acquired it. So, the car had travelled a reasonable distance, and it is reasonable to expect there to be some wear to it because of this use. I would have different expectations of it compared to a brand-new car. As with any car, there is an expectation there will be ongoing maintenance and upkeep costs. There are parts that will naturally wear over time, and it is reasonable to expect these to be replaced; And with second-hand cars, it is more likely parts will need to be replaced

sooner or be worn faster than with a brand-new car. So, CB would not be responsible for anything that was due to normal wear and tear whilst in Miss C's possession.

Miss C thinks that she should not be the one responsible for the issues with the engine in the car.

The CRA sets out that Miss C has a short term right to reject the car within the first 30 days, if the car is of unsatisfactory quality, not fit for purpose, or not as described, and she would need to ask for the rejection within that time. Miss C would not be able to retrospectively exercise her short term right of rejection at a later date.

The CRA does say that Miss C would be entitled to still return the car after the first 30 days, if the car acquired was not of satisfactory quality, not fit for purpose, or not as described, but she would not have the right to reject the car until she has exercised her right to a repair first – this is called her final right to reject. This would be available to her if that repair had not been successful.

First, I considered if there were faults with the car.

I can see that an independent inspection report was completed in April 2025, when the car had travelled around 118,700 miles (around 7,502 miles since supply). The inspection concluded that it is likely that the timing chain has developed significant wear, leading to a timing issue between crankshaft and camshaft. I can also see that the recovery agent that was called out in February 2025 also noted that the car was a non-start. Furthermore, I can see that a third-party garage also noted that the car was non-start after being recovered to their workshop. They noted that there was a timing tensioner failure with the timing chain damaged. They said they carried out a compression test and cylinders one and three had low compression. They said, this suggests damaged valves' heads, recommending replacement of the engine at a cost £4,200 for supply and fit.

Based on the above, it is clear that the car was faulty. But just because a car was faulty does not automatically mean that it was of unsatisfactory quality when supplied. So, I have considered if the car was of unsatisfactory quality when it was supplied to Miss C.

I considered that the issues Miss C had with the car, leading to the engine needing replacing, would, most likely, not render it of unsatisfactory quality. As such, it would not be fair and reasonable for me to say that CB should be responsible for those repairs. I will explain below.

I can see that the independent report, completed in April 2025, when the car had travelled around 118,700 miles (around 7,502 miles since supply) concluded that the issue was not present at the time of supply and the engineer concluded that the supplier would not be responsible for the issues in question. They have said that the timing chain has started to reach the end of its natural operational life and would be considered to be due to in service wear, tear, and deterioration.

In addition, I considered that, at the time the car's engine failed, the car had travelled a significant number of miles, about 118,700 miles, and approximately 7,502 miles since Miss C acquired it. So, when considering the age and mileage of the car, combined with when these issues were noted, I think most likely, the faults Miss C was experiencing were because of normal wear and tear, and parts coming to the end of their life cycle. As such, I do not think it would be fair or reasonable for CB to be responsible for the engine faults.

I know Miss C feels that because a similar fault occurred in June 2023, CB should be responsible for the current fault and that they should have disclosed to her the previous work

that has been completed. However, I do not think they needed to disclose the previous work that was completed on the car as it was sold without a service history, as per its advertisement.

In addition, based on the available evidence, provided from the recovery agent there is not enough evidence for me to say that, most likely, the car had this fault present or developing at the point of supply. When coming to this conclusion, I have considered that there is not enough detail, in the recovery report, as to what was wrong and what may have been fixed. Plus, the independent report, completed in April 2025, also confirmed that it is unlikely that the fault was present at the point of supply, and the engineer said the conditions did not appear related to previous repairs.

When taking all of the above into consideration combined with the fact that at the time of supply the car had no issues with timing chain and Miss C was able to travel more than 7,500 miles in the car after supply, I cannot say that I have seen enough evidence to be able to say that, on balance, there was a fault present or developing at that point which we would render the car of unsatisfactory quality.

Miss C has told us a great deal about her personal circumstances and while I sympathise with her for the difficulties that she is experiencing, based on all the information available in this case, I do not think there is sufficient evidence to say that, most likely, CB needs to take any further action regarding this complaint.

### **My final decision**

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 16 January 2026.

Mike Kozbial  
**Ombudsman**