

The complaint

Mr C complains that the car he acquired through Close Brothers Limited, trading as Close Brothers Motor Finance (“CBL”) wasn’t of satisfactory quality. He wants CBL to pay for the cost of repairs or replace the car.

What happened

Mr C entered a conditional sale agreement in September 2023 to acquire a used car. The cash price of the car was £15,066 and was to be repaid through the credit agreement over the 60-month term. Mr C’s monthly payments were £346.73, so if the agreement ran to its full term, the total repayable would be £22,003.80. At the time of acquisition, the car was more than four years old and had been driven around 127,000 miles.

Mr C told us:

- In November 2025, the car broke down and would not start, so he took it to a garage;
- the garage diagnosed a snapped timing chain as the cause of the problem, and it said that the car required a full replacement engine at a cost of more than £7,500;
- he complained to CBL, but it rejected his complaint;
- the car is still at the garage, and can’t be driven;
- he’s now received a recall from the manufacturer for a software update, but he’s unable to drive the car and have the update installed;
- he wants CBL to pay for the cost of the replacement engine or, alternatively, pay for a replacement car.

CBL rejected this complaint. It said there was simply no evidence that the problems were present or developing when it supplied the car. It noted that at the time Mr C made his complaint, he’d had the car for more than two years and been able to drive more than 38,000 miles, and he’d provided no evidence that the car was not of satisfactory quality when supplied.

CBL suggested that Mr C consider appointing a vehicle inspection company to look at the car and provide independent analysis and a report setting out details of any faults and their cause, along with confirmation of whether the faults could be considered to have been present or developing at the point the car was supplied.

Our Investigator looked at this complaint and said she didn’t think it should be upheld. She explained the relevance of the Consumer Rights Act 2015 (“CRA”) in the circumstances of this complaint and said that given the time Mr C had been in possession of the car, and the mileage he’d driven, she’d seen no evidence that any fault with the timing chain was present or developing at the point of supply.

Our Investigator didn’t dispute that Mr C had experienced issues with the car, but said that in view of its age, it was more likely than not that the fault he’d reported was simply a result of normal wear and tear; the fact the car had been driven around 165,000 miles before the timing chain snapped indicated that it had not failed prematurely.

Our Investigator noted that the car had been serviced on two occasions whilst in Mr C's possession, and it had also passed two MOTs. And she concluded that had the issue with the timing chain been present or developing when the car was supplied, she would've expected any problem with it to have been highlighted or identified far sooner.

Finally, our Investigator considered the recall notice that Mr C had been sent. This was only for a software update, and it didn't confirm there was a defect present with Mr C's car.

Mr C disagrees, so the complaint comes 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 agree with our investigator – I don't think this complaint should be upheld – and I'll explain why.

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 Mr C is a regulated consumer credit agreement, this Service is able to consider complaints relating to it. CBL is also the supplier of the goods under this type of agreement, and it is responsible for a complaint about their quality.

The Consumer Rights Act 2015 ("CRA") is relevant to this complaint. This says under a contract to supply goods, the supplier – CBL in this case – has a responsibility to make sure the goods were of 'satisfactory quality'.

Satisfactory quality is what a reasonable person would expect – taking into account any relevant factors. 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. In this case, I would consider relevant factors to include, amongst others, the car's age, price, description and mileage.

So, what I need to consider in this case is whether the car *supplied* to Mr C 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 car was supplied. But if the fault is identified after the first six months, then it's for Mr C to *prove* that the fault was present when he first acquired it.

CBL supplied Mr C with a used car – it was more than four years old but had been driven around 127,000 miles – so the price of the car was lower than it would've been if it had been supplied new. Because of this I think it's fair to say that a reasonable person would expect that parts of the car might've already suffered wear and tear. And there'd be a greater risk in the future that this car might need repairs and maintenance sooner than a car which wasn't as road-worn when supplied.

I don't think there's any dispute that Mr C has experienced problems with the car - that has been well evidenced by both his testimony and the summary diagnostics provided by his garage. But just because Mr C has had problems with the car, and things have gone wrong, it doesn't necessary follow that the car supplied to Mr C wasn't of satisfactory quality.

CBL would only be responsible for putting things right if I'm satisfied that the issues Mr C complains about now, were present or developing when the car was supplied – that is to say, the car wasn't of satisfactory quality when Mr C acquired it in September 2023. But I simply haven't seen anything, for example, an independent engineer's report, that confirms the fault with the timing belt *and* explains the cause of that fault *and* concludes that the fault was present or developing when the car was supplied to Mr C; *or* that the problem he's had with the snapping of the timing chain is *not* commensurate with a car of this age and mileage.

Now, it may well be that the car supplied to Mr C by CBL was not of satisfactory quality, but we'll never be able to reach that conclusion without an independent report. And as Mr C acquired the car more than six months before the fault materialised – in fact it was more than two years later that the timing chain snapped – I have to tell him that he is responsible for instructing an independent engineer and arranging for the car to be inspected.

CBL did explain to Mr C in its *final response letter* that in order to progress his complaint, he'd need to provide evidence that the problem with the car was present or developing at the point of purchase. And it explained that the report would need to "*Provide a detailed list of current faults and when they are believed to have occurred*", and "*Confirm any faults considered to have been present since purchase or resulting from failed repairs*", and "*Confirm any faults considered to be due to wear and tear or maintenance that have developed since purchase*".

I've also considered the manufacturer's recall letter. But I don't think this is persuasive in this particular case. I say this because given that the car has been driven more than 165,000 miles, I can't conclude that it hasn't been suitably durable, or that the timing chain failed prematurely. And in the absence of an independent engineer's report showing the car was not of satisfactory quality when supplied, then considering all the relevant circumstances, I can't hold CBL responsible for the problems Mr C now complains of.

I know Mr C will be disappointed with the outcome of his complaint, but I hope he 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 Mr C to accept or reject my decision before 9 April 2026.

Andrew Macnamara
Ombudsman