

## **The complaint**

Mr B complains MotoNovo Finance Limited (Motonovo) supplied him with a car which he believes wasn't of satisfactory quality at supply.

## **What happened**

In August 2022, Mr B entered into a 24 month hire purchase agreement for a new car. It's cash price was £2,950. It was over 12 years old and had covered over 75,100 miles. Mr B was required to make monthly payments of £139.

In January 2023, the car broke down and it was found that the electrical control unit (ECU) was broken and it needed to be replaced. Mr B complained to Motonovo.

They arranged for an independent inspection to be carried out which said the ECU had failed due to water ingress. It concluded as the car had travelled over 1,000 miles since Mr B acquired it, the fault wouldn't have been present at supply therefore it wasn't the selling agent's responsibility. Based on these findings, Motonovo didn't uphold the complaint.

Unhappy with their response, Mr B referred the complaint to our service. Our investigator recommended the complaint wasn't upheld. Based on the conclusions of the independent inspection, she concluded the car was of satisfactory quality at supply. She said the car wouldn't have been able to cover that amount of miles had the fault been present when Mr B acquired the car.

Mr B disagreed and maintained his position, commenting the ECU was badly corroded. He said he had paid almost £400 for the repair and had been without the car for some time, so he wanted Motonovo to reimburse him for the same. He also questioned where the water would've come from as there was a hose pipe ban at the time but there was frost in January 2023 which is when the problem became apparent.

As an agreement couldn't be reached, the complaint has been referred 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've decided not to uphold Mr B's complaint. I will explain why.

Mr B acquired a car under a regulated credit agreement. Motonovo was the supplier of the goods under this type of agreement meaning they are responsible for a complaint about the supply and the quality of the car.

The Consumer Rights Act 2015 (CRA) is relevant to this complaint. It says that under a contract to supply goods, there is an implied term that "the quality of the goods is satisfactory". To be considered "satisfactory", the goods would need to meet the standard that a reasonable person would consider satisfactory – taking into account any description of the goods, the price and all the other relevant circumstances. In a case involving a car, the

other relevant circumstances a court would take into account might include things like the age and mileage at the time of supply, the car's history, safety, durability, etc.

In this case, Mr B acquired a car that was over 12 years old and had travelled over 75,100 miles. As this was a used car with considerable mileage and age, it's reasonable to expect parts may already have suffered substantial wear and tear when compared to a new car or one that is less travelled.

Based on the evidence of the breakdown report and the inspection report, it's clear there was a fault with the ECU. There is no dispute about that. However I need to determine whether that fault meant the car was of satisfactory quality when Mr B acquired it. Having done so, I believe the car was.

I say this because of the conclusions of the independent inspection report. I'm not an expert in car mechanics so I find it's reasonable for me to rely on the findings of the same as it was carried out by a professional mechanic with the relevant qualifications, knowledge and expertise. The report confirmed the ECU fault was caused by water ingress and that developed after Mr B acquired it. I note Mr B's questions as to how water could've got into the car. Neither the breakdown report nor the inspection report has commented on this so I'm unable to say. But just because the source of the water can't be determined that doesn't mean the ECU fault was present or developing at supply.

Like the engineer who carried out the inspection, on balance I'm not persuaded Mr B would've been able to cover that amount of miles had the fault been present at supply.

Taking everything into account, I'm satisfied the car was of satisfactory quality when Mr B acquired it. I consider the ECU fault to be a wear and tear issue. Therefore I won't be asking Motonovo to reimburse Mr B for the cost of the repairs. I appreciate Mr B will be disappointed by my outcome but I hope he accepts my findings.

### **My final decision**

For the reasons set out above, I've decided not to uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 21 November 2023.

Simona Reese  
**Ombudsman**