

## **The complaint**

Mr S complains that a car acquired with finance from MotoNovo Finance Limited wasn't of satisfactory quality.

## **What happened**

In June 2022 Mr S was supplied with a car and entered into a finance agreement with MotoNovo. At the point of supply the car was around 7 years old and had covered around 48,727 miles.

In November 2022 the car broke down. Mr S took the car to a garage who found that there was internal engine damage caused by low oil.

Mr S was unable to get any assistance from his warranty company, so he complained to MotoNovo and asked to reject the car.

MotoNovo arranged an independent inspection of the car. The inspection took place in January 2023 and found that the engine management light was illuminated, there was blue smoke coming from the exhaust and the engine was misfiring. The engineer found no oil or coolant leaks but said the fault was due to the car having been driven with low oil. The report concluded that the fault would not have been present at the point of supply.

Based on the findings of the report MotoNovo didn't uphold the complaint.

Mr S remained unhappy and brought his complaint to this service.

Our investigator didn't uphold the complaint. He said that there wasn't enough evidence to conclude that there was a point of supply fault relating to the oil consumption.

Mr S didn't agree. He didn't think it was reasonable to experience engine failure around 5 months after the point of supply. He said the car was meant to be serviced prior to the point of supply but it hadn't been, and he'd had to arrange a service in September 2022, which was when the issue with the oil level was identified. Mr S said he didn't think that a car of this age and mileage should consume large quantities of oil. He said he believed the issue with the oil was present at the point of supply.

## **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.

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 factors 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, as well as things like fitness for purpose, freedom from minor defects, safety and durability.

I'd expect a second hand car – such as that supplied to Mr S – to have a degree of wear and tear and to require repairs and maintenance sooner than, say, a brand new car. So, in order to uphold this complaint, I would need to be satisfied that the car had an inherent fault which was present or developing at the point of supply, as opposed to a fault which occurred due to general wear and tear.

I've reviewed all the available information about the problems Mr S experienced with the car. Based on what I've seen, I'm satisfied that there is a fault with the car. I say this because the independent inspection report states that the engine management light is illuminated, there is blue smoke coming out of the exhaust and the engine is misfiring. I've also seen a diagnostic from a third party garage which states that there is engine damage due to low oil.

Just because there's a fault with the car doesn't mean that the car wasn't of satisfactory quality when it was supplied. I need to determine whether there was a fault with the car at the point of supply.

I've reviewed the independent inspection report. This states that the engine failure was due to driving the car with low oil, with further damage caused by continuing to drive the car after the initial breakdown. The engineer who inspected the car found no evidence of oil leakage. The report stated that the car had covered around 4,141 miles between the point of supply and the point at which the low oil issue was identified at the vehicle health check and service in September 2022. The report also noted that the car had covered a further 3,823 miles following the vehicle health check in September 2022 and the point when the car broke down. The independent inspection report concluded that the fault would not have been present or developing at the point of supply and that the fault was caused by maintenance issues.

Based on what I've read in the independent inspection report, there's nothing to suggest that the car has a fault which is causing it to leak oil or to consume larger quantities of oil than normal. The evidence suggests that the fault with the car has been caused by driving the car with insufficient oil.

Mr S has said that he believes that the cylinders had a leak which caused the oil to leak or caused the engine to burn more fuel than usual. I've reviewed all of the available information, including the vehicle health check, the diagnostic report and the independent inspection report, but I haven't found anything to suggest that this is the cause of the fault.

I appreciate that the car was serviced and the oil changed in September 2022. However, this of itself isn't enough to persuade me that the car had a fault relating to the oil consumption. I can see that Mr S covered around 8000 miles in the car over a period of around 6 months, which is around 1300 miles per month on average. This is a significant level of mileage and I think its reasonable to expect that Mr S should have checked the oil level regularly as part of the general maintenance of the car.

Taking all of the available information into account, I'm unable to find any evidence which suggests that the car had a fault relating to its oil consumption at the point of supply. So I can't say that the car wasn't of satisfactory quality when it was supplied. For these reasons, I won't be asking MotoNovo to do anything further.

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 27 November 2023.

Emma Davy  
**Ombudsman**