

## **The complaint**

Mr U complains that the car he acquired financed through a hire purchase agreement with MotoNovo Finance Limited wasn't of satisfactory quality.

## **What happened**

In December 2019 Mr U acquired a used car finance through a hire purchase agreement with MotoNovo. The car was just over two years old and had been driven approximately 12,500 miles. Shortly after Mr U acquired the car he experienced swaying or wobbling when travelling at speed. He complained to MotoNovo.

MotoNovo arranged an independent inspection of the vehicle which concluded that there was no evidence of a fault present or developing at the point of sale.

Mr U raised a complaint again with MotoNovo in August 2022. He wasn't satisfied the inspection that had been carried out previously was done correctly. He said the car wasn't tested at high speed. MotoNovo reinvestigated the complaint but concluded that there was still no evidence the fault was present or developing at the point of sale. In its final response MotoNovo said that should Mr U provide a report that stated the vehicle was sold not fit for purpose it would look to reimburse costs of up to £250. Mr U wasn't satisfied and brought his complaint to this service.

The investigator concluded that while it's likely there is a fault with the car they thought the problem appeared to be due to a reasonable level of wear and tear. Mr U didn't agree and asked for a final decision from an ombudsman. He provided further commentary and copies of invoices for work done.

## **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.

I realise this will come as a disappointment to Mr U but having done so I won't be asking MotoNovo to do anything further, for the reasons I've outlined below.

- Mr U's agreement is a regulated consumer credit agreement and our service is able to consider complaints against it. As the supplier of the car MotoNovo is responsible for the quality of the car and the Consumer Rights Act 2015 (CRA) implies terms into the agreement requiring the car to be of satisfactory quality.
- Exactly what is satisfactory quality will depend on the specific circumstances. In this instance the complaint relates to a car and when considering whether the car is of satisfactory quality the car's age and mileage at the time it was supplied are key considerations. MotoNovo was required to ensure the car was of satisfactory quality at the time it was supplied but it wouldn't be responsible for any wear and tear items that develop over time and might reasonably be expected on a used car. Mr U's car was just over two years old and had travelled almost 12,500 miles. So it would be

reasonable to expect some wear and tear in its mechanical components.

- I'm satisfied from the testimony presented by Mr U that there was a fault with the car relating to it wobbling when driven at high speed. Mr U first reported a problem in January 2020 shortly after he acquired the car.
- I've seen a copy of the independent inspection report commissioned by MotoNovo dated in March 2020. It says:

*"we commenced a road test of the vehicle and can confirm that at lower speeds no fault could be identified. The vehicle performed and handled well. At speeds upwards of 30 mph a slight wallow from the vehicle is apparent. This becomes more pronounced as speed is increased. This does appear to be most pronounced at the nearside of the vehicle and is likely due to the foreign object embedded within the nearside rear tyre."*

The report went on to say

*"taking into consideration the time and mileage elapsed since finance inception, on the balance of probability, the concerns raised by the hirer lodged in the nearside rear tyre."*

- Mr U said he had the tyre changed but this didn't resolve the issue. In October 2021 he raised the complaint again with MotoNovo that the car was still wobbling at high speed. MotoNovo questioned why Mr U was calling about the issue so long after the final response letter was issued. I'm not disputing there was a problem with the vehicle but it's not clear to me also why this was the case. And I can see from MOT records that between December 2019 and September 2021 Mr U was able to drive over 17,000 miles.
- Mr U took the vehicle for repair to an independent garage in December 2021. On the invoices Mr U has provided it says:

13 December – *"diagnosed one suspension arm OS, ordered new arm and bush"*

17 December – *"car wobbles all over the place even after replacing the spindle rod. Wobbles mainly on overrun at higher speed not on acceleration. All above 40 mph but worse the faster you go. Further investigation eventually discovered that the OS R suspension had slight play under pressure, ordered up parts and fitted. Road tested again at 70 mph vast improvement."*

- The garage provided a letter, dated 31 March 2023, to Mr U, supplied during the investigation of the complaint by this service. The letter says:  
*"we can confirm that our master technician found that the spindle rod (suspension arm) wear that needed to be replaced to cure the dangerous wobble, must have been worn over a considerable amount of time and is something that had not recently happened. It must have been a pre-existing issue."*

It went on to say *"It's not possible that this wobble could have been attributed to a nail in the tyre. All the tyres were in good condition when you brought the car into our workshop...on 12 December 2021"*

- It does seem from the invoices that the car was eventually fixed. But I note in the letter dated in March 2023 it says the wobble was attributed to the arm/spindle rod. But the invoices suggest that this was not the cause of the wobble and that the suspension was the root of the problem.

- So while I'm persuaded that there was a fault with the car it's not clear to me what the actual cause was – either the suspension or the spindle rod, though likely the former. And while I'm reassured that the problem was eventually fixed even if the problem was developing at the point of sale it could still be because of normal wear and tear.
- In the letter the garage says this must have been a pre-existing issue. I'm not doubting the garage's testimony, but it hasn't confirmed that the issue was present or likely present when Mr U acquired the vehicle and I'm not sure it would be able to do so given the time that has elapsed.
- Mr U then waited approximately nine months before asking MotoNovo to reopen the complaint. Mr U has said he had other complaints with MotoNovo going on and several personal difficulties at the time, which he explained had caused him stress. I'm very sorry to hear this. And I realise this isn't the outcome Mr U would like but while I think it likely there was a fault with the car shortly after Mr U acquired it I'm not persuaded there is enough evidence for me to safely say it was present or developing at the point of sale, or if it was, that it was more than normal wear and tear. So I won't be asking MotoNovo to do anything further.
- Mr U said in his complaint to this service that he noticed a constant water leakage into the boot of the car. As this is a new fault Mr U would need to raise this with MotoNovo first in order that it can investigate.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr U to accept or reject my decision before 28 July 2023.

Maxine Sutton  
**Ombudsman**