

The complaint

Mr D complains about the quality of a vehicle he acquired under a hire purchase agreement ("agreement") with MotoNovo Finance Limited ("MotoNovo").

What happened

In March 2022 Mr D entered into an agreement with MotoNovo for the acquisition of vehicle costing £14,990.00. The vehicle was approximately five and half years old and had travelled approximately 47,000 miles.

Mr D says that shortly after taking delivery of the vehicle he noticed an oil leak.

In July 2022 the original supplying dealership undertook repairs to the vehicle, although there is some dispute as to what these repairs were. The vehicle's mileage at this point in time was approximately 73,000.

Mr D says that shortly after the above repair, he noticed the oil leak had returned.

In December 2022, and with the original supplying dealership having undertaken no further repairs, the vehicle underwent an inspection instructed by MotoNovo. The vehicle mileage at this point in time was approximately 97,000 miles.

On receipt of the inspector's report MotoNovo wrote to Mr D to say that it wasn't upholding his complaint about the quality of the vehicle because it didn't believe it was liable for any of the faults Mr D was currently experiencing with it.

Unhappy with MotoNovo's response to his complaint Mr D referred it to our service.

Mr D's complaint was considered by one of our investigators who came to the view that it shouldn't be upheld. In summary he said he was satisfied that in March 2022 Mr D was supplied with a vehicle that was of satisfactory quality and the current faults were as a result of wear and tear.

Mr D didn't agree and so his complaint has been passed to me for review and decision.

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.

It's clear that Mr D has very strong feelings about this complaint. He has provided detailed submissions in support of his view which I can confirm I've read and considered in their entirety. However, I trust that Mr D will not take the fact that my findings focus on what I consider to be the central issues, and that they are expressed in considerably less detail, as a discourtesy. The purpose of my decision isn't to address every point raised. The purpose of my decision is to set out my conclusions and reasons for reaching them.

I would also point out that where the information I've got is incomplete, unclear, or contradictory, I've to base my decision on the balance of probabilities.

As the agreement Mr D entered into is a regulated one this service is able to consider complaints relating to it. MotoNovo are also the supplier of the goods under this type of agreement and is responsible for a complaint about their quality.

The Consumer Rights Act 2015 ("CRA") covers agreements like the one Mr D entered into and it implies a term into the agreement that the vehicle was of satisfactory quality at the point of supply. Vehicles are of satisfactory quality if they are of a standard that a reasonable person would find acceptable, taking into account factors such as – amongst other things – the age and mileage of the vehicle and the price paid.

The CRA also says that the quality of goods include their general state and condition, and other things like their fitness for purpose, appearance and finish, freedom from minor defects and safety can be aspects of the quality of the goods.

Our investigator concluded that the vehicle was of satisfactory quality at the point of supply. And taking everything into account I agree. I'll explain why.

As already referred to above, MotoNovo is responsible for the quality of the vehicle at the time it was supplied, but it isn't responsible for all and every ongoing issue or problem that might arise subsequently.

From the evidence I've been provided I'm satisfied that Mr D had reason to return the vehicle to the original supplying dealership within the first six months for repair (in respect of an oil leak). So, I'm satisfied that when the vehicle suffered what Mr D says was a reoccurrence of the oil leak it was MotoNovo's responsibility to provide evidence to show the car did conform to the contract when it was supplied. In this case, MotoNovo arranged for an independent inspection of the vehicle to take place to determine the faults and when they might have occurred. That is what I'd expect it to do.

The inspection report identified a number of issues with the vehicle, but went on to say (amongst other things) that:

- *"We consider the faults present were not developing at purchase and are not the selling agents responsibility"*
- *"There was no evidence of unsuccessful previous repairs"*
- *"We consider the faults have developed since purchase"*
- *"We consider the selling agents are not responsible for the cost of repairs"*
- *"We consider the vehicle has not suffered from a durability issue as the vehicle is a 2016 plate model and has covered 96,612"*
- *"We would conclude that we were unable to identify faults with the vehicle in the form of oil leaks"*
- *"We would consider the faults were not developing at the time of purchase and are not the selling agent's responsibility and are not in relation to any previous repairs"*

I find this report to be very persuasive and I'm satisfied that MotoNovo was entitled to rely on it and to conclude that it wasn't responsible for the cost of any repairs required to the vehicle or under any obligation to accept rejection of it.

For the sake of completeness, I would add the following:

- I've given full and due consideration to Mr D's rights under various consumer protection legislation including, but not restricted to, the CRA.
- Notwithstanding that Mr D disputes the quality of the repair undertaken by the original supplying dealership in July 2022, the fact remains he accepted that repair.
- I accept that there is some dispute over what repair works were undertaken by the original supplying dealership in July 2022. But I'm not persuaded that this dispute has any material bearing on the weight that I can, or should, give the independent inspection report dated December 2022.
- I appreciate that Mr D has supplied our service with a vehicle health check report he had undertaken in November 2022 which identified that the timing case was leaking and required replacing. But this report doesn't comment on whether this was something that made the vehicle of unsatisfactory quality when first supplied or whether it was as a result of a failed earlier repair. This, together with the fact that this report was produced after Mr D had travelled approximately 50,000 miles since first being supplied with the vehicle and approximately 24,000 miles since it was subject to a repair by the original supplying dealership I'm afraid I can give very little weight to this report.
- Mr D says a vehicle shouldn't fail after just six months. But time isn't the only consideration that needs to be taken into account here. What also needs to be taken into account is the miles added to the odometer in this period of time. And in this case Mr D had added approximately 50,000 miles to the odometer.

I appreciate Mr D will be disappointed but taking everything into account I'm satisfied that MotoNovo did nothing wrong in refusing to pay for further repairs or to allow rejection of the vehicle.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 9 August 2023.

Peter Cook
Ombudsman