

## **The complaint**

Mr W complains about the quality of a car he has been financing through an agreement with MotoNovo Finance Limited (“MotoNovo”).

## **What happened**

The details of this complaint are well known to both parties, so I won’t repeat them again here. Instead I’ll focus on giving my reasons for my 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.

I know it will disappoint MotoNovo, but I agree with the investigator’s opinion. Please let me explain why.

Where the information I’ve got is incomplete, unclear or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I’ve read and considered the whole file, but I’ll concentrate my comments on what I think is relevant. If I don’t comment on any specific point it’s not because I’ve failed to take it on board and think about it but because I don’t think I need to comment on it in order to reach what I think is the right outcome.

Mr W acquired his car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The relevant law says, amongst other things, that the car should have been of satisfactory quality when supplied. If it wasn’t then MotoNovo, who are also the supplier of the car, are responsible. The relevant law also says the quality of goods is satisfactory if they 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 like this which involves a car the other relevant circumstances would likely include things like the age and mileage at the time the car was supplied to Mr W. The car here was about eight years old and had already completed about 54,000 miles so I think a reasonable person would expect it to have some wear and tear. But I don’t think there’s a suggestion that the fuel pump failed due to wear and tear – I think that’s unlikely.

The relevant legislation explains that if the fault occurs within the first six months we are to assume it was present at the point of supply, when MotoNovo were responsible for its quality, unless they can demonstrate otherwise. But if the fault happened after six months the onus is on the consumer to demonstrate the fault was present or developing at the point of supply.

Here the fault appears to have occurred only a few days after the six-month period elapsed,

but I'm persuaded the fuel pump was probably failing when the car was supplied. I say that as Mr W had only completed a few thousand miles in the car and the presence of swarf in the system would suggest the fuel pump had been breaking down for a time. I also note that the dealership were prepared to provide spare parts free of charge and I don't think they would have done that if they didn't believe the fault was their responsibility to resolve.

Mr W diagnosed the fuel pump fault and attempted the repair himself. He's a qualified automotive mechanic so I don't think that was unreasonable, but I wouldn't think it fair to hold the business responsible for any damage he may have caused whilst completing the repair.

I'm persuaded he didn't cause any damage as I think it's now clear that the injectors were damaged by swarf that had come from the breakdown of components in the failing fuel pump. That's a view that's supported by the expert independent engineer. He said, *"we do feel that some swarf may have found its way through into the injectors causing the failure"*.

Mr W has explained that when he told the dealership about the fuel pump failure he also explained there was metal swarf in the system and that he was concerned the injectors may also be damaged. I can see he also told MotoNovo about that. In their final response to Mr W they say, *"During your initial call...you explained that the failed fuel pump had caused metal pieces to get into the injectors"*.

So, I think it's therefore likely that the fuel pump was failing at the point the car was supplied and that it's subsequently become clear that the fuel pump failure caused damage to all the injectors. I think these are problems that MotoNovo should fairly take responsibility for.

### **Putting things right**

Mr W wants MotoNovo to refund the cost of the injectors and I think it's fair for MotoNovo to do so. He's already incurred costs to have some of these injectors replaced and MotoNovo should refund those costs, and costs for any remaining injectors, on provision of the receipts from Mr W. They'll need to add interest to that refund as Mr W has been deprived of that money.

Mr W has also incurred costs for a secondary fuel pump and has had to replace the battery on the car as a consequence of it sitting unused for so long. The business should also refund these costs on provision of the receipts and, again, they'll need to add interest to that refund.

The car broke down on 23 March 2020 and Mr W has had impaired use of it since then. His enjoyment of the car will also have been impaired, and I think, on balance, MotoNovo should therefore refund 10% of the finance instalments he's paid since 23 March 2020 in respect of lack of use and loss of enjoyment. They should add interest to that refund.

Mr W has clearly been inconvenienced by these issues. I think the matter could have been resolved much earlier and in the meantime Mr W has had to provide information to support the independent assessment and has had to escalate his concerns to this service. In the circumstances, I think MotoNovo should pay him £200 to compensate him for the distress and inconvenience caused.

### **My final decision**

For the reasons I've given above I uphold this complaint and tell MotoNovo Finance Limited

to:

- refund any costs Mr W has, or will, incur to replace all the injectors, on provision of receipts from Mr W. Add 8% simple interest per year to this refund from the date of payment to the date of settlement;
- refund the cost of £25 for the secondary fuel pump and £186 for the replacement battery and add 8% simple interest per year to this refund from the date of payment to the date of settlement;
- refund 10% of all monthly instalments Mr W has paid since March 2020 in respect of lack of use and loss of enjoyment. Add 8% simple interest per year to this refund from the date of payment to the date of settlement;
- pay Mr W £200 to compensate him for the distress and inconvenience he's experienced.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 27 May 2021.

Phillip McMahon  
**Ombudsman**