

The complaint

Mr P complains that a van acquired with finance from Motonovo Finance Limited wasn't of satisfactory quality.

What happened

In December 2020 Mr P was supplied with a van and entered into a hire purchase agreement with Motonovo. He experienced issues with the van including brake failure in April 2021 and engine failure in July 2021. Mr P complained to Motonovo, who arranged for an independent inspection. The engineer was unable to start the van but found a fault relating to the camshaft position sensor. The engineer said this was most likely a fault relating to the crankshaft to camshaft correlation due to deterioration of the wet belt. The engineer said this wouldn't have been present at the point of supply. Based on these findings, Motonovo didn't uphold the complaint. Mr P complained to this service.

Our investigator upheld the complaint. She said the van wasn't durable and that Motonovo should cover the costs of repair and refund all payments made by Mr P since July 2021. Motonovo didn't agree. It said the van was durable because it had covered 8000 miles since the point of supply. It also said the engineer had said that the fault wasn't present at the point of supply.

I issued a provisional decision. I said that based on the engineers report I was satisfied that there was a fault with the engine. I said I didn't think the engineer's diagnosis was complete because the engineer had said that further investigation of the wet belt was required. I said I didn't think the engineer was in a position to reach a conclusion that the fault wasn't present at the point of sale.

I also said that because Mr P had only been in possession of the van for around 6 months and had only covered 8000 miles since the point of supply when the engine failed, I didn't think the van was durable, and therefore wasn't of satisfactory quality. I said Motonovo should cover the cost of repairs.

I invited both parties to let me have any further evidence or arguments they wanted to advance.

Mr P said that matters had moved on and he'd received a recall from the manufacturer relating to the wet belt. He said the car was in the garage having an engine replaced at no charge. He said he'd had to hire several vans in the months since his van had broken down.

Motonovo said it agreed that the wet belt needed further investigation and said this should happen before liability was established.

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've taken into account the further comments from both parties. Mr P has said that the engine is now being replaced at no cost to him following a recall. This service contacted the repairing garage, who have confirmed that the van is having a new engine due to timing belt failure, and that the costs of the repairs are covered under the timing belt recall. In the circumstances, I no longer think it's necessary to ask Motonovo to cover the costs of this repair.

Mr P has had to hire vans whilst he's been waiting for his van to be repaired. He's also continued to make monthly payments under the agreement. I don't think it's reasonable to expect Mr P to make payment for a van he was unable to use, so I remain of the view that all of his monthly payments made since July 2021 should be refunded. But I don't think it's fair to ask Motonovo to refund the van hire costs as well.

Putting things right

To put things right, Motonovo Finance Limited must:

Refund the cost of repairs to the wiper motor and brake pump (upon Mr P providing invoices)

Refund all payments made by Mr P since July 2021 until the van is repaired plus 8% simple interest from the date of payment to the date of settlement

My final decision

My final decision is that I uphold the complaint. Motonovo Finance Limited must take the steps set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 5 April 2022.

Emma Davy
Ombudsman