

The complaint

Mrs B complains that MotoNovo Finance Limited refused to allow her to choose which garage should repair her car.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts are not in dispute so instead I'll focus on giving the 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.

Having done so, I agree with the conclusions reached by the investigator for the following reasons:

Our investigator has set out in some detail the background and reasoning as to why the car was faulty at the point of sale. It is accepted by all parties that the car was faulty at the point of acquisition so I will not review that element of the complaint again. Mrs B has also decided she does not wish to reject the car. The dealer has said that it has offered this option on several occasions and Mrs B chose to keep the car.

However, she has made it clear that she wishes it to be repaired, but she wants to choose the garage which undertakes the work. MotoNovo has said the dealer has asked to be allowed to carry out the repair.

The Consumer Rights Act 2015 affords a consumer the right to require the trader to repair the goods. Mrs B wishes to exercise that right and MotoNovo has agreed. What the law does not do is give Mrs B the right to choose who carries out the repair. She can require the dealer to do it, but it does not allow her to determine who does the work.

The dealer has offered to collect the car at a time suitable to Mrs B and I cannot see why this should cause her any significant difficulties. It seems the dealer has given a very reasonable response to the problem.

I have noted she said that she has obtained quotes from other garages which suggest that the dealer would not be able to do the work as it is not authorised by the manufacturer. I cannot say if that is true, but if it is unable to effect the repair it can contract the work out to a suitably qualified garage. The car is outside the warranty period and so that would be no barrier to an independent garage carrying out the work.

Mrs B has also said that the dealer could damage the car out of spite. I have seen nothing in the material I have received from Mrs B, MotoNovo or the dealer that lends credence to that claim. Mrs B may have taken against the dealer, but I don't believe that is sufficient for me to overrule consumer law and deny the dealer the right to repair. My role is to be fair and reasonable to both parties.

MotoNovo has also agreed to pay for the cost of a hire car while the car is being repaired. I think that is also very fair. There has been some discussion about the potential cost and it is only right that I apply an upper limit. I think MotoNovo should pay for a hire car of a similar type, not necessarily identical and the cost should be capped at £30 a day.

MotoNovo have already paid Mrs B compensation for distress and inconvenience of £150 and £17.94 for repairs to a tyre. That simply leaves the matter of the repair of the car.

Putting things right

MotoNovo should arrange for the dealer to repair the car.

My final decision

My final decision is that I uphold this complaint and I direct MotoNovo Finance Limited to

- arrange for the collection, repair and return the car to Mrs B at no cost to her
- pay for the provision of a hire car for Mrs B for the period her car is away being repaired subject to a maximum of £30. Payment is to be made subject to the submission of evidence of the cost incurred by Mrs B.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 17 May 2022.

Ivor Graham
Ombudsman