

The complaint

Mr W complains about the quality of a van 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. I'll 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 van under a hire purchase agreement. This is a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The relevant law is the Consumer Rights Act (2015) it says, amongst other things, that the van should have been of satisfactory quality when supplied. If it wasn't then MotoNovo, who are also the supplier of the van, 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, and it explains that when we think about whether the goods have been of satisfactory quality we should also consider whether they have been durable.

Internet research suggests that a fuel pump should last about 100,000 miles and I think the evidence suggests this one was failing in at least November 2021 when the breakdown services first highlighted a problem and the van had completed a little over 62,000 miles.

That would suggest the fuel pump on this van hasn't been as durable as it should have been and in those circumstances I wouldn't think this van had proven to be of satisfactory quality.

The relevant legislation gives the business an opportunity to repair the fault. MotoNovo say that they weren't consulted about the fault and were therefore deprived of an opportunity to investigate the issue or repair the van themselves.

I don't think it would have been likely to have changed matters if Mr W had reported the issue to MotoNovo. It's clear from the breakdown service report, and the subsequent garage repair, that there was a fault with the fuel pump and that it needed replacing. And I don't think it would be fair to suggest there is evidence that the pump failed as a result of anything Mr W did wrong. I don't think it's likely he would have needed to service the van in his first few months of ownership, for instance, so it's unlikely to have been due to any missed or inadequate services.

I therefore think MotoNovo should refund the cost of the pump replacement and that they should refund the cost Mr W incurred to hire a van for the day when his was being repaired.

There were other issues identified with the van when it was repaired in March 2022, but as the evidence suggests they occurred after Mr W had been in possession of the van for over a year, and it's no longer possible to investigate those issues now that the van has been repaired, I don't think it would be fair to hold MotoNovo responsible for them. Nor would it be reasonable to hold them responsible for the battery problem Mr W experienced in July 2021 as I think that could fairly be attributed to normal wear and tear.

Putting things right

MotoNovo should refund the cost of the repair to the fuel pump which is itemised as £125.32 plus VAT on the invoice Mr W has provided. The investigator estimated labour at one hour and, given the scope of the work documented on the invoice and the overall labour charge, I think one hour at £60 plus VAT is reasonable. The total cost of the repair is therefore £185.32 plus VAT. Mr W has been deprived of that money as a successful repair has already been completed. So, I think MotoNovo should add interest to that refund.

Mr W has clearly been inconvenienced by these issues. He's had to call out breakdown services and has had to liaise with the garage who carried out the repairs and to arrange alternative transport. In those circumstances I think MotoNovo should pay him £125 in respect of the distress and inconvenience caused.

Mr W has provided statements showing the cost of van hire whilst his van was off the road and I think it's fair that MotoNovo reimburse the £60.33 as it was incurred as a consequence of the van failing. They'll need to add 8% interest to that refund as well as Mr W has been deprived of the money.

My final decision

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

- Refund the £185.32 plus VAT it cost to repair the van. Add 8% simple interest per year to that refund from the date of payment (8 April 2022) to the date of settlement.
- Refund the cost of van hire of £60.33. Add 8% simple interest per year to that refund from the date of payment (7 April 2022) to the date of settlement.
- Pay Mr W £125 to compensate him for the distress and inconvenience caused.
- Remove any adverse reports that may have been made to Mr W's credit file in relation to this issue.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 30 September 2022.

Phillip McMahon
Ombudsman