

## **The complaint**

Miss G complains about the quality of a car she has been financing through an agreement with MotoNovo Finance Limited (who I'll call "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 Miss G but whilst I think the business should repair the fault on her car I don't think it would be proportionate to ask them to allow her to reject it at the moment.

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.

Miss G acquired her car 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 Consumer Rights Act (2015) is the relevant legislation. It says 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 include things like the age and mileage at the time the car was supplied to Miss G. The car here was about three and a half years old and had completed about 21,000 miles. So I think a reasonable person would expect it to have only minor wear and tear.

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.

I'm persuaded there were faults with this car when it was supplied as I can see that the window tint was wrong and that there was a service light on when a service wasn't due. These issues along with a problem with the Diesel Particulate Filter (DPF), were reported within the first few days of ownership.

The DPF problem and the issue with the window tint have been resolved to Miss G's satisfaction but the service light has re-illuminated despite a repair attempt in November 2021.

The independent engineer who looked at Miss G's car in May 2022 noted that the service light was illuminated but he didn't think it was likely that problem was present when the car was supplied to Miss G. I disagree as I can see Miss G complained about it within days of taking receipt of the car.

The relevant legislation provides the business with one opportunity to repair a fault that is present, or developing, when goods are supplied. Miss G says the business have now had that opportunity and that she should be allowed to reject the car.

I've thought about that, but I don't think rejection would be a proportionate redress at the moment. I say that because although it must be inconvenient for Miss G to have the service light on permanently I don't think I have evidence it is causing any problem with the way the car is performing. The independent engineer was able to drive the car and didn't identify any problems with it. Miss G says she'll now have to take the car for a service every three months, but I don't think that's the case. The vehicle needs to be serviced in line with the manufacturer's recommendations and not every time a faulty service light illuminates. I can see that the independent engineer subsequently suggested oil samples were taken to consider if this may be the reason why the service light was illuminating prematurely. That suggestion has been disputed by a mechanic whose comments Miss G sought. It was his suggestion the service light could only be illuminating because of an electrical fault.

Taking all of that information into account, I think it's fair to give the business another opportunity to fix the fault.

### **Putting things right**

I'm asking MotoNovo to repair the car to ensure the fault with the service light illuminating unnecessarily is resolved.

Miss G has clearly been inconvenienced by these issues as I can see she's had to take the car to a garage on several occasions. She's also had to escalate her complaint to this service when I think it could have been resolved earlier, and I've read her testimony that she's had to arrange alternative transport. In the circumstances I think MotoNovo should provide Miss G with £100 to compensate her for the distress and inconvenience caused.

MotoNovo will also need to ensure Miss G is kept mobile in a car of a similar specification and age whilst her car is being repaired. If that isn't possible MotoNovo should make a pro rata reduction from any finance instalments to compensate Miss G for the time the car is in the garage and the issue is being rectified.

## **My final decision**

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

- Arrange for the fault to be diagnosed and repaired, at no cost to Miss G.
- Keep Miss G mobile in a car of similar specification and age whilst the car is being repaired. If that isn't possible, make a pro rata reduction from any finance instalments to compensate Miss G for the time the car is in the garage being repaired.
- Pay Miss G £100 to compensate her for the distress and inconvenience she's experienced.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 14 March 2023.

Phillip McMahon  
**Ombudsman**