

The complaint

Mr B complains about a used car he acquired through a hire purchase agreement with MotoNovo Finance Limited. He is unhappy about faults he's experienced with the car and would now like to reject the car and end his agreement with MotoNovo.

What happened

In November 2021 Mr B acquired a used car. The car was around four years old, had travelled more than 81,000 miles and cost £12,960. Mr B has experienced numerous issues with the car, had a number of repairs and multiple complaints with MotoNovo about the quality of the car.

MotoNovo has previously dealt with some of the issues raised in complaints by Mr B and as our investigator has previously explained, as Mr B did not refer those complaints to us within the required timescales, and as MotoNovo has objected to us considering them, those issues cannot now be considered. My findings here will therefore be limited to the current complaint issues relating to the clutch replacement.

Around March 2023, Mr B was informed the clutch of the car needs replacing and this would cost in the region of £1,920. After complaining to MotoNovo, Mr B referred his complaint to our service, where an investigator explained why they did not consider the complaint should be upheld. In summary, they referred to the time and mileage that had elapsed since Mr B first got the car and that the clutch is a component that does wear out and require replacement. In relation to the clutch, the investigator did not consider the car was not of satisfactory quality when supplied to Mr B.

Mr B did not accept this and as the complaint could not be resolved informally it has been referred to me for consideration.

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.

It is important to point out that we're an informal dispute resolution service, set up as a free alternative to the courts for consumers. I'm very aware that I have summarised in much less detail what has been submitted by the parties in this complaint. In deciding this complaint I've focused on what I consider to be the heart of the matter rather than commenting on every issue or point made in turn. This isn't intended as a discourtesy to Mr B or MotoNovo, but reflects the informal nature of our service, its remit and my role in it.

Mr B acquired a used car through the hire purchase agreement with MotoNovo and as the supplier of the car through the finance agreement, MotoNovo is responsible for the quality of the car. But MotoNovo is not responsible for everything on the car that may need replacing or repairing over the duration of the finance agreement or while Mr B has the car.

As the investigator has set out already, the Consumer Rights Act 2015 sets out the

requirements around quality and in summary, the car supplied to Mr B needs to have been of satisfactory quality. Exactly what is satisfactory quality will vary, depending on the specific circumstances of each case. But goods should be of the standard a reasonable person would expect. When considering this in this case, I think it is reasonable to consider the car's age and mileage when supplied to Mr B and the time and mileage that had elapsed between Mr B getting the car and realising the clutch needed to be replaced.

The car was around four years old and had travelled more than 81,000 miles when supplied to Mr B. The clutch did not require replacing until the car had travelled more than 5,000 miles, and by which time the car had travelled more than 86,000 miles. A clutch is a component that is known to suffer from wear and tear and often requires replacing when a car gets older and the mileage builds up. While I accept quite disappointing, it is not however uncommon for a clutch to require replacement at 86,000 miles. I'm satisfied that the clutch failure is most likely to be a general wear and tear issue that is common on cars that have travelled this amount of miles.

I've also considered that Mr B has had the car for some time before the clutch failed and had travelled more than 5,000 miles before an issue with the clutch was identified. Had the clutch been defective when the car was supplied to Mr B I think it more likely than not that it would have been apparent sooner. The fact the car had travelled more than 5,000 miles suggests the clutch was not defective when it was first supplied and the fault occurred some time later, as the mileage accrued. Having considered the circumstances of Mr B's complaint about the clutch I am not sufficiently persuaded that the clutch failure demonstrates the clutch, or more generally the car, was not of satisfactory quality when it was supplied to Mr B in November 2021.

I fully appreciate this decision will come as further disappointment to Mr B and I would remind the parties here that my decision is only in relation to the clutch and not other issues Mr B previously raised with MotoNovo. I make no finding about whether the car was satisfactory quality in relation to those other issues, as I have not considered those issues.

My final decision

My final decision is that I do not uphold Mr B's complaint and there are no grounds for me to direct MotoNovo to contribute towards the cost of the clutch repairs.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 26 October 2023.

Mark Hollands
Ombudsman