

## **The complaint**

Mrs B complains about a vehicle she acquired with finance provided by MotoNovo Finance Limited.

## **What happened**

In April 2022, Mrs B entered into a regulated hire purchase agreement with MotoNovo in relation to a used vehicle. The vehicle was three years old, and had a cash price of around £33,000. Its mileage was approximately 22,000 miles.

In May 2023, Mrs B reported a number of faults with the vehicle. The vehicle was jerking while driving, fuel usage had increased rapidly, the engine coolant light came on, a door seal had come loose, the brake discs were corroded, and the diesel particulate filter (DPF) heatshield was rattling.

MotoNovo asked her to provide evidence that these faults had been present or developing at the point of sale. It recommended that she get a report from an independent engineer, and offered to pay for the report if the engineer found a fault that MotoNovo was liable for. But until that happened, it would not uphold her complaint.

Being dissatisfied with that response, Mrs B brought this complaint to our service. She said she wanted to reject the vehicle. She did not get an independent report.

Our investigator did not uphold this complaint. He accepted that the DPF heatshield was faulty, but it wasn't clear why, and he said he had seen no evidence to show that it had been faulty at the point of sale. He thought the other issues were fair wear and tear, considering the vehicle's age and mileage. He was reinforced in that view by the fact that Mrs B had driven the vehicle for almost 3,000 miles before encountering any problems. He concluded that the vehicle had been of satisfactory quality at the point of sale.

Mrs B did not accept that opinion. She asked the investigator to find out more about the vehicle's history. She asked if it was fair that she had to pay for the problems when she had only driven the vehicle for (she said) 3,000 miles, compared with 22,000 miles by the previous drivers. She said that there was a known fault with the DPF heatshields for this make and model of vehicle. She later obtained the service history herself, and provided it to the investigator, but he did not change his mind. Mrs B asked for an ombudsman's 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 do not uphold it. I will explain why.

MotoNovo is liable to Mrs B if, and only if, the vehicle was not of satisfactory quality when the vehicle was supplied to Mrs B. It is not liable for faults which occur later on, or for ordinary wear and tear.

Under section 19 of the Consumer Rights Act 2015, when a fault is discovered more than six months after goods are supplied, the burden of proving that it was present all along is on the consumer. For that reason, I think it was reasonable of MotoNovo to ask Mrs B to get an independent engineer to inspect the vehicle and to prepare a report (especially given that it offered to pay for this if the report supported her claim).

No independent report has been obtained, but I have seen the service history and the MOT history (see <https://www.check-mot.service.gov.uk/>). Neither of these contains anything to show that there was something wrong with the vehicle at the point of sale. The vehicle passed its MOT in March 2022 with no advisories, and it did so again in March 2023, when the mileage was 36,570 miles. That means that Mrs B had driven the car for over 14,000 miles before she reported any faults.

The car was serviced in March 2023. The oil was topped up and some filters were renewed. No other work was necessary.

I think that this evidence strongly suggests that the car was of satisfactory condition in April 2022, and indeed a year later. Therefore MotoNovo is not liable for the problems that have arisen since.

### **My final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 20 May 2024.

Richard Wood  
**Ombudsman**