

## **The complaint**

Mrs H complains that a car acquired with finance from MotoNovo Finance Limited trading as MotoNovo Finance wasn't of satisfactory quality.

## **What happened**

In March 2023 Mrs H was supplied with a car and entered into a hire purchase agreement with MotoNovo. At the point of supply the car was around nine years old and had covered around 53,500 miles.

Mrs H experienced some issues with the car. In May 2023 warning lights illuminated on the dashboard relating to the airbag and seatbelt. The electronic stability control light also illuminated. Mrs H reported this to the supplying dealer, who authorised her to take the car to her local garage. The garage carried out a diagnostic which found fault codes relating to engine drag torque control and the ECU.

Mrs H returned the car to the supplying dealer. Repairs were carried out on 22 May 2023 including replacement of fuel injector number 3, repairing the wiring on the passenger side front seat and replacement of the cooling fan resistor. The repairs were carried out at no cost to Mrs H. This resolved the issues.

In July 2023 the engine management light illuminated. The electronic stability control light also illuminated again. A local garage found the same fault codes as before. It also found that there was an issue with injector cylinder 1.

Mrs H complained to MotoNovo. She said that because the same fault had occurred, the previous repairs had been unsuccessful, and she wanted to reject the car.

MotoNovo arranged an independent inspection of the car with ACE. The inspection took place in August 2023. The report identified a fault with the fuel injector number 1. The engineer said there was no evidence of a failed previous repair to injector 1 and said it was most likely that the fault with injector 1 had developed after the car had been supplied.

Based on the findings of the ACE inspection, MotoNovo didn't uphold the complaint. It said the fault with cylinder 1 was a different fault to the fault which was repaired in May 2023 and that because the fault had developed after the car was supplied it was Mrs H's responsibility to repair it.

Mrs H remained unhappy and brought her complaint to this service. She believes that the current fault relates to the previous fault and that the repair wasn't successful. She wants to reject the car and end the agreement.

Our investigator didn't uphold the complaint. She said that having reviewed all the evidence, she hadn't seen anything to persuade her that a fault with the fuel injectors was present or developing at the point of supply. The investigator said that the repair to the number 3 cylinder by the supplying dealership was reasonable when it failed two months after the point of supply, but the number 1 injector fault most likely developed after the point of supply due

to wear and tear.

In relation to the fault code relating to the traction control, which is part of the anti-lock braking system, the investigator said that the job cards from the supplying dealership showed that when the traction control was investigated, no fault was found. The investigator said there was no clear evidence of a fault with the braking system.

Mrs H didn't agree and asked for an ombudsman to review the complaint. She later advised this service that she'd had the cylinder 1 fault repaired and the ABS warning light had cleared.

### **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.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable, taking into account factors such as the age and mileage of the car and the price paid. The legislation says that the quality of the car includes its general state and condition, as well as things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

The car supplied to Mrs H was around 9 years old and had covered around 53,500 miles when it was supplied. So it's reasonable to expect that parts of the car would already have a degree of wear and tear and that the car was likely to require repairs sooner than, say, a brand new car.

I've reviewed the available evidence about the issues which Mrs H experienced with the car. Based on what I've seen, I'm satisfied that there was a fault with the car. I say this because I've seen a diagnostic report from a local garage dated May 2023 which identifies an ECU fault and a job card from the supplying dealer for replacement of injector 3. I've also seen the ACE report which confirms a fault with the number 1 injector at the time of the inspection in August 2023.

I've gone on to consider whether the car was of satisfactory quality when it was supplied.

I've reviewed the diagnostic reports from the local garage and the job cards from the supplying dealer. Although these provide information about the fault, none of them state that the fault would've been present or developing at the point of supply.

The ACE report concludes that the fault with injector 1 would not have been present or developing at the point of supply. It clearly states that the fault developed after the point of supply.

I've also taken into account the nature of the fault. A fuel injector is considered to be a serviceable part of the engine and can reasonably be expected to last for between 50,000 – 100,000 miles. Mrs H's car had covered in excess of 50,000 miles at the point of supply, so it's reasonable to assume that the fuel injectors might need replacing as part of the general maintenance of the car. I haven't seen any evidence to suggest that the fuel injector failed prematurely, or that the fuel injector failed due to an inherent fault with the car.

Mrs H has said that the first repair was unsuccessful because the fuel injector was faulty again after around two months. However, the repairs in May 2023 were carried out to injector number 3. The ACE report dated July 2023 states that the fault is with injector

number 1. The engineer who carried out the inspection in July 2023 was aware that injector 3 had been repaired. If there was any evidence that the repair to injector 3 hadn't been successful, I think it's likely that the engineer would've commented on this when he identified the fault with injector 1.

Based on what I've seen, I'm satisfied that the independent inspection report makes it clear that the injectors are separate items. So I don't think it's reasonable to say that the repair to injector 3 has failed simply because injector 1 has developed a fault.

Mrs H has also said that all of the injectors should've been replaced when injector 3 was replaced in May 2023. It's sometimes the case that when one injector fails, all of the injectors are replaced out of caution, as once one injector has failed it might reasonably be anticipated that further injectors will fail. But that doesn't mean that the repair to injector 3 wasn't successful. And because the failure of injectors tends to be a wear and tear issue, there wasn't an obligation on the supplying dealer to replace all of the injectors in May 2023.

Taking all of the evidence into account and having regard to the independent report which is clear in its conclusion that the fault with the injector wouldn't have been present at the point of supply, I'm not persuaded that the car was of unsatisfactory quality when it was supplied.

I've also taken into account Mrs H's concerns about the braking system. I can see that the warning light for the ABS illuminated at various times, but Mrs H has told this service that recently it's cleared and is no longer illuminated. I've reviewed the diagnostic reports and I can see that there was a fault code relating to the traction. However, the job cards from the supplying dealer show that the car was checked for any traction faults, and none were found. And there's nothing in the independent report to indicate that there is a fault with the braking system. On balance, there isn't enough evidence for me to say that there's a fault with the ABS.

In conclusion, there isn't enough evidence to persuade me that the car wasn't of satisfactory quality at the point of supply. So I won't be asking MotoNovo to do anything further.

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 11 June 2024.

Emma Davy  
**Ombudsman**