

The complaint

Mr K complains about the quality of a car he has been financing through an agreement with MotoNovo Finance Limited (who I'll call MotoNovo).

What happened

I issued a provisional decision on this complaint earlier this year. An extract from that provisional decision is set out below.

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I'm persuaded that this car is likely to have been developing a fault when it was supplied to Mr K, but I don't currently think it would be fair to hold MotoNovo responsible for the repair costs. While that means I'm not expecting to uphold the complaint, I am doing so for different reasons than our investigator had suggested and I'm, therefore, giving both parties an opportunity to provide any additional comments they may wish to make before I reach a final decision on this complaint.

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 K acquired his 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.

Mr K has provided a copy of the original advert for the car. I can't see it is described as having any service history.

The manufacturer recommends the car should be serviced every 12 months or 16,000 miles, whichever comes first. I've had a look on-line using the car's Vehicle Identification Number (VIN) and have been able to view details of services that have been conducted by authorised dealerships before the car was supplied to Mr K. The record is as follows:

| Date | Mileage | Service |
|------------------|---------|--------------|
| 13 December 2016 | 3 | Pre-delivery |

| | | |
|-------------------|--------|-----------------------|
| 21 September 2018 | 18,969 | 16,000 mile/12 month |
| 24 September 2019 | 34,057 | 32,000 mile/24 months |
| 29 July 2021 | 68,857 | 64,000 mile/48 months |

Based on the service history I've seen it seems that before Mr K took receipt of the car the 2017 was missed, the 2018 service was done almost 3,000 miles too late, the 2019 service was completed on schedule, the 2020 service was missed (or done outside Land Rovers approved network), and the 2021 service was completed 18,000 miles late and was almost a year overdue.

So, I am persuaded that this car was provided without a full service history and that important services had been missed. I think a reasonable person would expect a poorly serviced car's engine not to be as durable as a properly serviced engine.

In October 2022 the car was recovered to a third party garage after it broke down. That garage found the turbine shaft to have excessive play and they rebuilt the turbocharger. Research suggests that a turbocharger's lifespan is heavily dependent on regular servicing (oil changes). Our internal car maintenance expert's have explained to me that turbochargers spin at very high speeds and operate at high temperatures and that it's, therefore, imperative to keep them lubricated. They've explained that turbochargers can last around 100,000 miles if the engine is serviced correctly but failure to do so can cause the oil fed shaft bearings to wear out, resulting in debris entering the oil system. This can then cause damage within the engine as the oil circulates.

That's the conclusion Mr K's independent engineer came to, and I prefer his view to the view of the independent engineer MotoNovo commissioned. I say that because MotoNovo's engineer didn't consider the source of the engine failure and seemed instead to focus on the condition of the turbocharger. It was hardly surprising that the turbocharger showed no shaft play or damage as it had recently been repaired by the independent garage.

So, I think the engine on this car seems likely to have failed prematurely because the car wasn't serviced correctly. But I don't think MotoNovo can fairly be held accountable for that failure as I can't see Mr K was given any information about the service history of the car he financed, and in the absence of a full service history it seems reasonable to suggest the car engine would, and did, fail earlier than would otherwise have been expected.

My provisional decision

For the reasons, I've given above I am not expecting to uphold this complaint.

Further comments/evidence

MotoNovo didn't provide any further information, but Mr K did. He attached proof that he had had the car serviced in August 2022, about five months after he'd taken receipt of it, but as soon as it had informed him that a service was required.

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.

While I understand that Mr K had the necessary service completed, that doesn't mean that the car was *supplied* in a fully serviced condition. The online service records suggest that wasn't the case and, as I've explained, I think the engine on a car that hadn't been serviced properly, would not be expected to last as long as one that had been. I don't, therefore, think

I have sufficient evidence to suggest Mr K's car was supplied to him in an unsatisfactory condition as I can't see he was provided with assurances it had been fully serviced.

My final decision

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 25 May 2024.

Phillip McMahon
Ombudsman