

## **The complaint**

Mr T complains about the quality of a van he has been financing through an agreement with MotoNovo Finance Limited (MotoNovo). He also says the mileage has been misrepresented to him.

## **What happened**

In March 2022 Mr T took receipt of a used van. He financed the deal through a hire purchase agreement with MotoNovo. The finance agreement noted that the van had already completed 76,887 miles and was about five years old.

Shortly after he took receipt of the van Mr T returned it to the dealership, and they carried out repairs to the door seal and ordered a new spare wheel for him. At the time he also reported a ticking noise from the engine that he now says he understands was “injector knocking”. The dealership looked at that issue but couldn’t identify a fault.

In December 2022 Mr T experienced further issues with the van. The injectors needed to be refurbished and the glow plugs replaced. Those issues have continued to plague the van. Despite several repairs an independent inspector, who looked at the van in March 2024, considered that the van was still losing compression through the fuel injectors. Mr T complained to MotoNovo about the quality of the van, and he also provided them with a copy of a third-party report that suggested the mileage may have been tampered with.

MotoNovo offered £150 compensation for the distress and inconvenience caused by the initial issues Mr T experienced with the door seal and spare wheel. But they didn’t think they could fairly be held responsible for problems with the injectors that had happened subsequently. They also checked the mileage records but thought there may be an error in the third-party report Mr T had provided and they didn’t think there was sufficient evidence of tampering.

Mr T, therefore, referred his complaint to this Service but our investigator agreed with MotoNovo, so he asked for a decision to be made by an ombudsman.

## **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 Mr T, but I agree with the investigator’s opinion. I’ll explain why.

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 T acquired his van under 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 van should have been of satisfactory quality when supplied. If it wasn't then MotoNovo, who are also the supplier of the van, 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 van the other relevant circumstances would include things like the age and mileage at the time the van was supplied to Mr T. The van here was about five years old and had already completed about 76,887 miles.

An old van with a high mileage will not be expected to be as good as a newer van with a low mileage, but it should still be fit for use on the road, in a condition that reflects its age and price.

MotoNovo are only responsible for faults that are present or developing when the van was supplied to Mr T, and I don't think it would be fair to suggest that is likely to have been the case here. I say that because:

- The injector fault Mr T complains of was first repaired after he'd been in possession of the van for about nine months and after he'd been able to complete about 10,000 miles. I think it's more likely than not that the failure would've been identified earlier if it was developing when Mr T took receipt of the vehicle.
- I'm not persuaded there is sufficient evidence to suggest the ticking Mr T noticed was a sign the injectors were failing. There was no fault found by the garage at the time and no further action was taken by Mr T.
- I don't think it would be unusual for a van that had completed 86,000 miles to develop injector problems through normal wear and tear.

The independent inspector thought the problems the van was experiencing in 2024 were the result of failed repairs but I don't think the original repairs to the injectors were required under the relevant legislation. So, I'm not persuaded it would be fair to hold MotoNovo responsible for any problems with those repairs.

The relevant legislation allowed the business an opportunity to repair faults present when the van was supplied, and I think those repairs (to the door seal and spare tyre) were completed. Thereafter, however, I think the problems with the injectors have most likely developed through normal wear and tear and that it wouldn't be reasonable to ask MotoNovo to take any action in respect of them.

### ***Mileage concerns***

Mr T provided a copy of a third-party vehicle check that suggested the mileage had been tampered with. The mileage records the report identified were:

July 2020	53,591
January 2021	37,297
March 2021	39,676
July 2021	67,944

It wouldn't make sense for the mileage in 2021 to be less than the mileage in 2020 so the concern is understandable, but the origin of the January and March 2021 mileage's is unclear. MOT records show the following information:

July 2020	53,592
July 2021	67,945
March 2022	76,888
Feb 2023	87,612

I'm persuaded that that information is more reliable. I say that because it's been recorded by approved MOT stations, and because it's unclear why the mileage would go up again after any alleged tampering, and because the increases in mileage reported in the MOT's seem to present a regular pattern of use.

I'm not, therefore, persuaded that there is sufficient evidence the mileage was misrepresented to Mr T.

Overall, I don't think MotoNovo need to take any action here.

### **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 T to accept or reject my decision before 9 September 2024.

Phillip McMahon  
**Ombudsman**