

The complaint

Mr B complains about the quality of a car he has been financing through an agreement with MotoNovo Finance Limited (“MotoNovo”).

What happened

Mr B took receipt of a used car in August 2022. He financed the deal through a hire purchase agreement with MotoNovo. The car was about 12 years old and had already completed about 88,200 miles.

In July 2023, when the car had completed 96,715 miles, the engine seized. Mr B complained to MotoNovo. He commissioned several expert reports to support his view that the car wasn't of satisfactory quality when it was supplied to him.

A company I will call “A” concluded that the timing belt had failed and may have failed prematurely. But they said there were many variables and, as the vehicle had covered about 7,000 miles from purchase and had been with Mr B for over a year, it was very unlikely this condition was present at the point of sale.

Another engineer who I will call “P” didn't inspect the car or consider A's report. On the basis of what Mr B had told him about the failure, the engineer suggested that the timing belt hadn't been changed when it should have been and that MotoNovo should be liable.

An independent inspection completed by a company I will call “M” in June 2024 explained that the timing belt idler pulley had seized and that the timing belt had, therefore, jumped. M said that the pulley should have been replaced when the car was serviced and that it hadn't been despite the car being sold to Mr B with a full-service history. It was M's view that Mr B had been sold a car that was not fit for purpose.

MotoNovo didn't think Mr B had provided sufficient evidence to suggest the car was of unsatisfactory quality when it was supplied to him. They said that the dealer couldn't be expected to have known that the service/s hadn't been completed properly and that the belt and associated pulley hadn't been replaced.

Our investigator agreed with MotoNovo but Mr B didn't and he asked for a decision 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 B, but I'm not upholding this complaint. 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 B acquired his car 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 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.

In a case like this which involves a car the other relevant circumstances would include things like the age and mileage at the time the car was supplied to Mr B.

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

As this fault occurred after Mr B had been in possession of the car for about a year, I think the onus is on him to demonstrate that the fault it now has, was developing when he bought it. In this case that the car had been supplied in a fully serviced condition, that the idler pulley hadn't been replaced as the servicing records would have suggested, and that it's the failure to comply with the servicing requirements that has most likely led to the car's subsequent engine failure.

There have been various interpretations provided by the experts about what the relevant service intervals are for this car. A say the timing belt needs to be replaced every 100,000 miles or every 60 months whichever comes soonest; P says that it's every 90,000 miles or every ten years and M say it's every 60,000 miles or every 36 months (although information provided later in the report appears to suggest that should be 60,000 miles or every 72 months). It's not disputed, however, that a 12-year-old car would need to have had the timing belt replaced and some internet research would support M's suggestion that a timing belt renewal would include replacement of the idler pulley and tensioner as they appear to be supplied in a kit.

Mr B says the car was provided with a full service history. He says the service book was in the car when A inspected it but that it then disappeared. A inspected the car in August 2023 and their report says, "*service history to be advised*". I can't see that there is evidence they reviewed that service history. M say they were advised by Mr B that the car was provided with a full service history but that seems unlikely, as M's report was completed in 2024 and by then Mr B says the service book had disappeared. On that basis I don't think Mr B has been able to provide sufficient evidence that this car was supplied with a full service history and that the belt and its associated idler pulley should, therefore, have been replaced prior to the car being supplied to him. In those circumstances, I can't fairly say there is evidence this car has failed prematurely. It seems more likely than not that a failure at 96,715 miles is from normal wear and tear.

And, even if I'm wrong and the car was fully serviced when supplied I don't think I have sufficient evidence that the idler pulley wasn't replaced when the belt was. M has explained that the idler pulley had seized but hasn't provided sufficient evidence that it was the old one.

Overall, I'm not persuaded that there has been sufficient evidence this car was supplied in an unsatisfactory condition and I'm not asking MotoNovo to take any action.

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 B to accept or reject my decision before 18 September 2024.

Phillip McMahon
Ombudsman