

## The complaint

Mr S complains about the quality of a used van he acquired through a hire purchase agreement with MotoNovo Finance Limited ('MotoNovo'). Mr S says he has had problems with the van from the start. And it has now broken down. He doesn't think it is of satisfactory quality.

Mr S' complaint has been brought by a representative and I've referred to Mr S' and the representatives' comments as being from Mr S for ease of reading

## What happened

Mr S' complaint is about the quality of a van he acquired in June 2023. The van was used, and it was first registered in December 2017. So, it was almost six years old when Mr S received it, and it had already covered 84,000 miles.

Mr S acquired the van using a hire purchase agreement that was started in June 2023. The vehicle and accessories had a retail price of £16,740. Mr S paid a £3,455.74 deposit meaning £13,284.26 was financed. This agreement was to be repaid through 60 monthly instalments, the first 59 instalments were for £312.45 followed by a payment of £313.45. If Mr S made repayments in line with the credit agreement, he would need to repay a total of £22,203.74.

Below is a summary of the issues complained of by Mr S and the investigation and repair work that has been carried out by the dealership, alongside what has happened in respect of the complaint.

There have been several repairs made to the van over time. Mr S has provided the invoices for these, and I understand that the repairs were mostly covered under the van's warranty. Mr S has said he paid for some of them himself. These are:

- In June 2023 there was a fault with the adblue system which was repaired
- In September 2023 the adblue system was looked at again, I understand the van was low on adblue.
- In October 2023 (in three separate invoices) the power steering pump and tensioner were repaired, the aux belt was repaired and the steering rack and tracking were repaired.
- In February 2024, there were some faults with the sensors and the electronics around the rear wheels.

It's worth noting that the van's mileage was 92,645 in October 2023, and 98,827 in February 2024.

In February 2024, the van broke down, this was due to an issue with the engine. There were also some further electrical problems. I understand that Mr S hasn't used the van since then.

Mr S complained to MotoNovo saying that the vehicle had faults with the wiring loom, the brakes were making a squeaking noise and the engine was rough and wouldn't start.

MotoNovo considered this complaint. It said that as Mr S had owned the vehicle for over six months then he would need to provide evidence that showed the faults he had complained about were developing at the time of sale. As this evidence wasn't available it didn't uphold his complaint.

Mr S didn't agree with this and brought this complaint to the Financial Ombudsman Service.

Before our Investigator considered the complaint the car was inspected by an independent reporting company. The report produced concluded that the earlier problems with the van were not related to the engine breakdown. And the current engine fault was unlikely to have been present, or developing, at the time of sale

On receipt of the report our Investigator didn't uphold Mr S' complaint. He said that whilst the van had required some repairs earlier, these were carried out. And the most recent engine fault didn't seem likely to have been developing or present at the time of sale.

Mr S didn't agree with the Investigator and asked that the complaint be considered by an Ombudsman. Because Mr S didn't agree, this matter has been passed to me to make a final 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.

In considering what is fair and reasonable, I need to have regard to the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider was good industry practice at the relevant time.

The agreement in this case is a regulated hire purchase agreement – so we can consider a complaint relating to it. MotoNovo as the supplier of the goods under this type of agreement is responsible for a complaint about their quality.

The Consumer Rights Act 2015 ('CRA') is relevant to this complaint. It says that under a contract to supply goods, there is an implied term that 'the quality of the goods is satisfactory'.

To be considered 'satisfactory', the goods would need to meet the standard that a reasonable person would consider satisfactory – considering any description of the goods, the price and all the other relevant circumstances. So, it seems likely that in a case involving a van, the other relevant circumstances a court would consider might include things like the age and mileage at the time of sale and the van's history.

The quality of the goods includes their general state and condition and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of this.

This van was six years old when Mr S acquired it, and it had travelled around 84,000 miles. I think a reasonable person would accept that such a vehicle would probably have some parts that are worn and would need replacing sooner or later – which is reflected in the lower price paid in comparison to a new vehicle.

But there's also a reasonable expectation that a vehicle will be relatively durable - taking into account its age, price and mileage at the outset. So even though the vehicle wasn't new

Mr S should have been able to use it for a reasonable period before it needed significant work.

I've read and considered the whole file, but I'll concentrate 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.

### **Was there a fault with the van**

As I've outlined above, the van has had some repairs and maintenance over the time that Mr S has owned it. And it now has a significant engine fault, and I understand that Mr S has been unable to drive it since then. I think it's reasonable to say that the van has developed some faults, and needed repair and maintenance, over the time that Mr S has owned it.

### **Was the van of satisfactory quality bearing in mind these faults**

Whilst I have noted these faults and problems, this doesn't necessarily mean that the van wasn't of satisfactory quality at the time of supply. The overriding factor here is that this was a used van that had travelled a significant number of miles before Mr S acquired it. So, it was always going to need some repairs and maintenance over time, as it did. I've thought about whether the work that the van needed was reasonable for a vehicle of this age and prior usage.

The van has had several repairs and maintenance before the engine fault that prompted the complaint. But these seem to be the type of issue that can occur in a vehicle of its age and that has travelled the distance this van has. And I also note that they were largely successfully repaired under the warranty the van had. So, I don't think these earlier problems are such that the van wasn't of satisfactory quality.

Later on, the van developed a fault with the engine and, as far as I am aware, this will need significant investigation before it can be determined exactly what the fault is and if it can be repaired. There are also some electrical faults.

I don't think it's reasonable to say that the earlier problems were related to the current engine and electrical problems. There doesn't seem to be any connection between the earlier maintenance as it didn't relate to the engine. And the earlier electrical maintenance concerned different parts of the van.

I've gone on to consider if the current problems were likely to be present or developing at the time of sale. This was considered in the independent report. This report found that the van had some current problems with the battery and electronics, and it also had a significant engine problem that meant that the engine was not operational. It concluded the 'big ends' may be seizing, but it said further investigation was needed to determine the nature and extent of the problem.

The report concluded that in respect of the current problems with the van:

*'After 15,000 miles of use, it will be extremely difficult to confirm that such a condition was present at the point of sale, without further significant evidence from an engineering perspective. It will most likely be appreciated that electrical develop almost instantaneously without warning and we anticipate that the fault most likely developed in the last 500 miles of use, the suspected engine failure will most likely developed, in the last 1000 miles of use'*

I think it's reasonable to say that the engineer that performed the report believed the current engine and electrical problems wouldn't have been present when the van was supplied to Mr S. If they were present then Mr S wouldn't have been able to use it to the extent that he had done. I agree that this is a reasonable conclusion.

Because of this, I can't say it's likely that the problems were apparent or developing at the time the van was supplied to Mr S. So, I don't think it's reasonable to say that the van wasn't of satisfactory quality at the point of sale. And whilst the van breakdown was unfortunate, I don't think that MotoNovo should be responsible for putting the faults with the van right or paying any compensation.

### **My final decision**

For the reasons set out above, I don't uphold Mr S' complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 13 June 2025.

Andy Burlinson  
**Ombudsman**