

## **The complaint**

Mr M complains about the quality of a vehicle supplied to him by MotoNovo Finance Limited ("Motonovo").

## **What happened**

Mr M acquired a van through a hire purchase agreement from Motonovo in October 2023. It was around four to five years old and had covered around 84,500 miles at supply. He suffered some mechanical problems in the first few months which were repaired after engagement with Motonovo but then suffered further issues in May 2024. At this point, it would seem that a water pump and potentially cam belt kit were replaced alongside some brake discs/pads.

Then in September 2024, the engine broke down apparently due to overheating. Mr M complained to Motonovo, and an independent engineer was instructed to inspect the vehicle. Their report said that the mileage was now approaching 102,000 miles, and the engineer didn't believe any issues now being suffered were present or developing at the point of sale. On this basis, Motonovo didn't uphold Mr M's complaint.

Mr M brought his complaint to our service, and it was investigated, but the investigator didn't uphold it. Mr M didn't agree with this and asked for an Ombudsman to make a final decision. He feels that this is a failed repair from May 2024, as the cam belt kit was supposed to be replaced but appears to have failed again.

## **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.

Having done so, I've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mr M was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

The Consumer Rights Act 2015 ('CRA') says, amongst other things, that the car should've been of a satisfactory quality when supplied. And if it wasn't, as the supplier of goods, Motonovo are responsible. What's satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle's history and its durability. Durability means that the

components of the car must last a reasonable amount of time.

The CRA also implies that goods must conform to contract within the first six months. So, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless Motonovo can show otherwise. But, where a fault is identified after the first six months, the CRA implies that it's for Mr M to show it was present when the car was supplied.

So, if I thought the car was faulty when Mr M took possession of it, or that the car wasn't sufficiently durable, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask Motonovo to put this right.

Firstly, I empathise with Mr M here and the problems he's had. I don't think things have been explained very well to this point, so hopefully I can at least do that, even if my answer might not be one that he has hoped for.

I think from reading the correspondence that Mr M feels that where the independent engineer has talked about the timing chain failing, he means the cam belt, as these are often interchangeable names and I note he's said within his emails that this is the same part.

Normally, I'd agree with him, but having done a little bit of research on this particular engine, it would seem that unusually, it does actually have a cam/timing belt, and a separate timing chain. It talks about a primary timing belt, but also a smaller internal timing chain connecting the exhaust camshaft to the inlet camshaft.

I've noted that the independent engineer in his report says that the roadside recovery report had said they suspected the issue was a cam belt, but then the independent engineer goes on to reference only a timing chain, saying it wasn't rotating.

As such, I can't assume that what's happened is a failure of the cam belt, which was supposedly replaced a few months previously, as the report is potentially referencing a different part when it talks about the timing chain, rather than a belt. I think it's unlikely that the independent engineer would have referenced a suggestion the cam belt has failed at the start of his report and then gone on to only discuss a timing chain, but was meaning the same part, when both parts exist separately in this vehicle.

I think it's more likely that the roadside recovery description of a cam belt issue is incorrect, and they perhaps meant a timing chain or misdiagnosed the problem. On this basis, I think on the balance of probabilities, the part failure in September 2024 is likely to be a different part to the repairs carried out in May 2024.

I've gone on to consider whether a timing chain failure would make the vehicle of unsatisfactory quality, and I'm afraid I don't believe it does. By the time of failure, the vehicle had been in Mr M's possession for eleven months and covered over 17,000 miles. As such, I believe it's most likely that this is a wear and tear issue where the timing chain has reached its natural end of life and failed.

The other issue mentioned by the independent engineer was coolant staining around the coolant tank, which they said may be from spillage, or over pressurising, but would need further investigation. I'm unaware of any further investigations that have happened, and without these, I can't say this makes the vehicle of unsatisfactory quality. The engineer report says it might be an issue, but it might just be a spillage. I'm afraid that doesn't prove the car was of unsatisfactory quality when supplied.

Mr M has been able to cover over 17,000 miles after the vehicle was supplied to him in the

eleven months before it has failed. The independent engineer has concluded that the faults have developed since the point the car was supplied to Mr M, and the vehicle has been durable in Mr M's ownership. I haven't seen any evidence which makes me disagree with this conclusion, which means Motonovo are not responsible for the issues in September 2024.

I empathise with Mr M, and I do think the explanations here have been confusing, with talk of cam belts and then timing chains, which would usually be one and the same thing. But as they aren't the same thing in this vehicle, and both exist together, I think this most likely explains some of the confusion. Even if it wasn't two separate parts that have failed, I haven't seen enough evidence to confirm what has failed, and whether it was previously repaired, to say that the vehicle was of unsatisfactory quality.

I know Mr M has also said the supplying dealership booked the car in for its May 2024 repairs but then there was some question about them paying this invoice, and Mr M may have had to pay it himself. I haven't looked at this point here, as this complaint was about the quality of the goods more widely, but I'm sure if he hasn't had an answer about paying the repair bill from Motonovo, he can complain separately about this and if he isn't happy with their answer, he retains the right to bring that separate issue to our service to review.

But with regards to the quality of the vehicle supplied, from the evidence provided, I can't say the vehicle was of unsatisfactory quality, and I won't be asking Motonovo to do anything more.

### **My final decision**

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 8 December 2025.

Paul Cronin  
**Ombudsman**