

The complaint

Mrs W complains that a car supplied to her under a hire purchase agreement with MotoNovo Finance Limited (“MotoNovo”) was of an unsatisfactory quality.

When I refer to what Mrs W has said and what MotoNovo has said, it should also be taken to include things said on their behalf.

What happened

On 17 January 2024, Mrs W was supplied with a used car through a hire purchase agreement with MotoNovo. The cash price of the car was £8,895 and Mrs W paid an advance payment of £1,150. The amount payable, including the charge for credit was £11,323, payable over 60 months. At the time of supply, the car was nine years old and had done 104,000 miles.

Mrs W’s complaint is that the car was not of satisfactory quality, which she says is demonstrated by the number of times she had to return the car to the dealership for repairs.

Both parties are familiar with the number and nature of repairs carried out during the first year, so I won’t repeat them here. In summary, the car went back for repairs for a coolant leak, with the dealership carrying out a different, often minor, repair on each occasion. For example, a cap was replaced, the thermostat housing was replaced, and perished seals were replaced as separate repairs. All repairs were carried out under warranty.

In February 2025, the car overheated and stopped working. Mrs W thought the car was not of satisfactory quality when it was supplied, so MotoNovo arranged for an independent inspection. The engineer report concluded that the engine failure was due to the driver’s failure to stop when the car overheated. Based on this report, MotoNovo said it wouldn’t pay for repairs.

Mrs W complained. She said MotoNovo hadn’t provided the independent engineer with all the evidence regarding previous repairs. And she didn’t think the car had passed the 147-point check declared by the dealership.

MotoNovo issued a final response to Mrs W’s complaint, dated 24 March 2025. It said the independent engineer’s report concluded the damage was due to the driver’s failure to take preventative action, so it didn’t accept responsibility for any repairs.

Mrs W remained unhappy, and she brought her complaint to us.

Our investigator didn’t uphold Mrs W’s complaint. He said the independent report included relevant repairs and he thought it was reasonable for MotoNovo to rely on the expert opinion of the cause of engine damage. Further, he said the car had covered over 9,000 miles since supply, which wouldn’t have been possible if there was a fault at the time of sale. Our investigator didn’t think there was an issue with durability, so he didn’t think MotoNovo was liable for any more repairs.

Mrs W didn't agree. She said she knew that the car had been faulty before the dealership had obtained the car, and she said she'd always stopped as soon as the engine started overheating. Therefore, she denied that driver negligence contributed to the engine failure.

The complaint was passed to me to decide.

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.

The Consumer Rights Act 2015 (CRA) covers agreements such as the one Mrs W entered into. Under this agreement, there is an implied term that the goods supplied will be of satisfactory quality. The CRA says that goods will be considered of satisfactory quality where they meet the standard that a reasonable person would consider satisfactory – taking into account the description of the goods, the price paid, and other relevant circumstances. I think in this case those relevant circumstances include, but are not limited to, the age and mileage of the car. The CRA says the quality of the goods includes their general state and condition, as well as other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability.

If I thought the car was faulty when Mrs W 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. So, I've looked at the evidence to decide, first, whether there was likely a fault present at the time of supply.

MOT

To begin with, I've looked at the car's MOT history. On 27 November 2023 it passed the MOT with no advisories. The recorded mileage was 103,995. I note this is just 5 miles less than that recorded when the car was supplied to Mrs W. Therefore, I think it's reasonable to say that the car was in the same roadworthy condition when it was supplied to Mrs W two months later.

The next MOT, dated 26 November 2024, was completed when Mrs W had the car. The recorded mileage was 111,284 and the car passed the MOT with advisories, including a coolant leak. As the coolant leak was commented upon at this MOT, I think it's more likely than not that, had it been present at the point of supply, it would've also been noted on the 2023 MOT. As that wasn't the case, I think this evidence points towards the coolant leak not being present at the time of supply.

Pre-sale checks

While Mrs W didn't think the dealership had carried out the 147-point test as stated, I have no reason to doubt that the engineers performed their checks appropriately. I haven't seen any evidence to indicate that the test results were inaccurate or that the test was not completed properly. Therefore, I have no reason to think that the car was not of satisfactory quality.

Mileage

The car had done over 7,000 miles from the date of supply to Mrs W to the date that the 2024 MOT was carried out 10 months later. If the car had been faulty, or not sufficiently durable at the time of supply, I think it's unlikely the car would've travelled that distance.

Independent Engineer's Report

I've seen a copy of the independent engineer's report, dated 21 February 2025. In this report, the engineer concluded:

Owner Responsibility for Engine Failure:

- *The vehicle is equipped with a working temperature gauge, which would have risen into the red zone when overheating occurred.*
- *It is the driver's responsibility to monitor engine fluid levels and take immediate action when the temperature gauge signals excessive heat.*
- *The evidence strongly suggests the vehicle was driven in an overheated state, which has led to severe internal engine damage. This failure was not due to any mechanical defect alone but was exacerbated by driver negligence in failing to stop the vehicle when overheating was evident.*

The sales agent cannot be held liable for this engine damage, as preventable overheating was the direct cause of failure in conjunction with poor maintenance.

I've noted Mrs W's concerns that the dealership didn't provide the independent engineer with all relevant details of repairs. Therefore, she thinks it has misled and caused the engineer to reach incorrect conclusions. I've read the report carefully, but I haven't seen anything to suggest that the engineer was misled, or that information was withheld. The invoice Mrs W highlighted, from 15 March, did not result in a repair. And I see that the report included repairs which Mrs W hasn't provided evidence of.

While the report does say that there was evidence of a coolant leak, it is clear that the engineer did not consider that the coolant leak was the cause of the engine failure. Within the evidence, there's an email from Mrs W to MotoNovo, dated 7 February 2025, in which she said the car overheated and, after putting in water and turning on the fans, she drove home. The evidence suggests that the car was taken to the dealership after this incident and wasn't driven again. I think this evidence supports the independent engineer's findings that, *"the final and most severe overheating appears to have been caused by the vehicle being operated with low or no coolant, leading to catastrophic engine failure"*.

The engineer signed a statement of truth within the report in which they confirmed their duty is to the courts, not to the person who instructed or paid for the report. As such, I'm satisfied it is reasonable to rely upon this report.

Earlier faults

In her evidence, Mrs W said she knows there were problems with the car before the dealership obtained it. It's not clear what those problems were or how Mrs W has come about this information. However, she hasn't provided evidence for my consideration, and I can't reasonably rely on her claim that she knows something about the car which isn't described or evidenced. If she has evidence of previous faults which she thinks are directly related to this matter, Mrs W would need to provide MotoNovo or the dealership with the relevant evidence, so they have the opportunity to address her concerns.

Conclusion

Overall, I think it's fair to say that a car of this age and mileage might have already suffered wear and tear, and that there would be a greater likelihood it might need repair or maintenance sooner than a newer or less road-worn car. It seems that this is the case with the different components of the coolant system repaired under warranty.

I understand that it would've been frustrating but given that Mrs W was able to use the car for a further 9,000 miles, I'm not persuaded that it was of unsatisfactory quality at the time of supply. Therefore, I see no reason for MotoNovo to pay for repairs.

My final decision

For the reasons explained, I don't uphold Mrs W's complaint about MotoNovo Finance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 11 September 2025.

Debra Vaughan
Ombudsman