

## The complaint

Miss B complains about the quality of a vehicle she acquired through a hire purchase agreement financed by MotoNovo Finance Limited (MotoNovo).

## What happened

In August 2022 Miss B acquired a used car through a hire purchase agreement financed by MotoNovo. The car was around eight years old, and it had travelled about 56,000 miles at the time of supply.

Miss B said the car experienced several problems that made it of unsatisfactory quality. It wouldn't start when she collected it, the catalytic converter was replaced in November 2022, the front brake pads, discs and wheels were replaced in February 2023, the clutch was replaced in May 2023, the gearbox was replaced in July 2023, and the vehicle ultimately suffered engine failure in March 2024.

Miss B complained to MotoNovo in April 2024 about the quality of the car. She told them the wet belt had failed, and a new engine was required. MotoNovo told Miss B they'd need her to supply a report confirming that the faults were present or developing at the point of supply.

Miss B provided a report from a third-party engineer in September 2024. That engineer concluded, in summary, that the timing belt had failed with the debris becoming blocked in the oil pick up pipe, severely restricting the oil supply to the engine. The engineer said that a service replacing the oil would've been insufficient to detect or prevent the problem and that the degradation of the timing belt would've been present at the point of sale. The engineer noted that the manufacturer timeframe for replacement of the belt is 120,000 miles or ten years, and so it'd failed prematurely.

In December 2024 MotoNovo asked for a second opinion, and the original report was provided to a second engineer who completed a desktop inspection. The second engineer concluded, in summary, that the wet belt is under a heavy load in normal use and servicing in line with manufacturer recommendations is critical. The engineer said that the main concern with this type of fault is the oil condition and deterioration which advances the wear and deterioration of the timing belt, often leading to further damage as a result of debris circulation or restricted oil flow. They didn't think the fault made the car of unsatisfactory quality at the time it was supplied to Miss B.

Miss B's engineer provided comments on this report, saying, in summary, that there appeared to have been clean oil delivery and the restriction of the oil due to debris was the cause of the issue. They said that timing belt failure would've still occurred even if the oil and filter had been replaced in a service. They said the premature failure of the wet belts on these engines was an accepted defect by the manufacturer.

MotoNovo then asked their engineer to complete a physical inspection of Miss B's car, which took place in January 2025. The engineer concluded, in summary, that the fault was consistent with the degradation of the timing belt, causing fragments to block the oil pump, resulting in a lack of lubrication which resulted in engine failure. They said the deterioration

of the belt was not unexpected on a vehicle of this age and mileage. Miss B had been able to travel around 43,000 miles in the car and it was almost ten years old at the point of failure. They didn't think the fault made the car of unsatisfactory quality at the time it was supplied to Miss B.

MotoNovo sent Miss B their final response to her complaint in February 2025. They said Miss B would've needed to service the car at least three times in the approximately 43,000 miles she'd driven it in order to be in line with the manufacturers service intervals. And, as she hadn't serviced it at all, the fault appeared to be related to the lack of servicing. They paid Miss B £175 compensation for the delay in answering her complaint.

Unhappy with this response, Miss B referred her complaint to this service for investigation. She said the car was never fit for purpose, she'd changed the oil herself whilst she was in possession of the car and so she didn't think a service was needed, particularly as it'd been repaired so many times. Miss B said she wanted to reject the car.

Our investigator gave their view that the wet belt had failed due to wear and tear, but as the car hadn't been regularly maintained this appeared to be a reasonable level of wear. Miss B had used the car for around two years and 43,000 miles, so it was reasonably durable. They didn't think the car was of unsatisfactory quality when it was supplied to Miss B, and so they didn't ask MotoNovo to do anything more.

Miss B didn't agree. She said the earlier problems made the car of unsatisfactory quality, the deterioration of the belt was inevitable, the manufacturer was aware of premature wet belt failures having offered assistance to other car owners, and the delays in dealing with her case means the car is not now able to be repaired.

Our investigator said they'd seen no evidence to say that the previous faults and repairs made the car of unsatisfactory quality when it was supplied to Miss B.

As an agreement can't be reached, the case has been passed to me for a 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.

Firstly, I'm aware that I've summarised this complaint in far less detail than the parties and I've done so using my own words. I'm not going to respond to every single point made by all the parties involved. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here.

Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome.

In considering what's fair and reasonable, I need to have regard to the relevant law and regulations. The agreement in this case is a regulated conditional sale 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 – taking into account any description of the goods, the price and other relevant factors. Those factors, in the case of a car purchase, will include things like the age and mileage of the car at the time of sale, and the car’s history. The quality of the goods includes their general condition and other things like their fitness for purpose, appearance and finish, safety and durability.

Here the car was acquired used with a cash price of around £9,000. It was about eight years old and had travelled around 56,000 miles at the time of supply.

When a person acquires a used car like Miss B’s it’s reasonable to say that the expectation of quality is lower than that of a new or lower mileage second-hand car. The price for the vehicle is lower, and this is reflective of the fact that the car is more road-worn. The chance of encountering an issue sooner, is higher.

I’ve seen evidence of repairs completed to Miss B’s car prior to its failure in early 2024. These include a replacement catalytic converter, brakes, a clutch and a gearbox. All items which are subject to general wear during the life of a vehicle. The vehicle had travelled around 66,000 miles at the time it required replacement brake pads and discs, and around 73,000 miles when the clutch and gearbox were replaced. I’m satisfied that a reasonable person might expect to have to complete repairs like these on a vehicle with this kind of age and mileage, and so I find these earlier faults didn’t make the car of unsatisfactory quality at the time it was supplied to Miss B. I understand the repairs to have been completed without charge to Miss B.

Turning to the most recent fault, the two engineers that have inspected Miss B’s car, and the garage that it was towed to, agree that the wet belt has failed, and that severe engine damage has been caused, requiring a new engine. So, I’m satisfied that there is a fault with Miss B’s car.

What I need to decide is whether that fault made the car of unsatisfactory quality at the time it was supplied to Miss B.

It’s not in dispute that the wet belt on Miss B’s car has deteriorated, and this had led to debris blocking the regular flow of oil in the car. Whilst this has gone on to result in further damage and the ultimate failure of the vehicle, it’s the deterioration of the belt itself that is the underlying cause of the fault.

The first engineer to inspect the car said that there is a known issue with the belts on this type of vehicle, it has failed prematurely, and no amount of servicing would have prevented the issue from occurring.

The second engineer to inspect Miss B’s car said that servicing in line with manufacturer recommendations is critical to the maintenance of the belt, and to prevent it from deteriorating sooner than expected.

Where evidence is incomplete, inconsistent or contradictory, I reach my view on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence and wider circumstances.

Miss B has said that the manufacturer of the vehicle offered to replace the belts for other car owners, but she didn’t qualify for this help because her car had missed a service prior to her purchasing it. I haven’t seen the details of any scheme of repairs conducted by the

manufacturer, but I think that if a full service history is a requirement to qualify, that suggests that servicing the car in line with manufacturer requirements is important.

The wet belt sits in the oil, and use of high-quality manufacturer approved oil is significant in preventing deterioration of the belt, and therefore belt fibres becoming free and clogging the system. So, I'm persuaded that servicing the vehicle in line with manufacturer requirements is a critical element in ensuring that the wet belt is well maintained.

The manufacturer service intervals for Miss B's vehicle are every 12 months, or 12,000 miles, whichever is sooner. I've considered the service history of Miss B's vehicle, and I can see that the service completed in February 2018 was around six months after it should've been completed. The car was then serviced in line with the required intervals until it was supplied to Miss B in August 2022.

Miss B didn't have the vehicle serviced between acquiring it, and February 2024, at which point the car had travelled around 95,000 miles. So, this service was 12 months or around 27,000 miles late. Miss B had travelled a total of around 43,000 miles between acquiring the car and its failure. To meet the required service intervals, Miss B would've needed to service the car three times in this period.

Miss B said that she changed the oil herself in the vehicle, and she didn't think she needed to have an official service completed because the car had been in for repairs so often, and so she thought any problems would've been picked up.

Whilst I don't doubt that Miss B has changed the oil in the car, I haven't seen any evidence in respect of the quality or grade of oil that was used, or that the filters were changed as would've been completed during a service. I appreciate that Miss B's car had several repairs carried out during 2023, and it might be expected that any problems with critical components would be noticed during these repairs. But I'm satisfied that the servicing of the vehicle is separate to this and covers preventative measures that wouldn't be covered during a repair to a specific component.

All things considered, on the balance of probabilities, I'm persuaded that the lack of servicing of the vehicle during Miss B's ownership has led to increased wear and deterioration of the wet belt, ultimately resulting in the failure of the engine. And so, I find that the car was of satisfactory quality at the time it was supplied to Miss B.

I've also thought about whether the wet belt was reasonably durable. I recognise that Miss B's car had travelled around 99,000 miles at the time that it failed, and the vehicle was around ten years old. The manufacturer recommends replacement of the belt at around ten years or 120,000 miles. So, whilst this is on the early side of this timescale, I think Miss B's car was around the age and mileage where a reasonable person might expect to need to replace the belt even where the vehicle has been well maintained. So, I'm satisfied that it was reasonably durable.

I appreciate that having a car that requires repairs is a stressful and may be an expensive experience for Miss B. That doesn't mean that MotoNovo are responsible for the cost of those repairs.

### **My final decision**

For the reasons outlined above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 11 December 2025.

Zoe Merriman  
**Ombudsman**