

complaint

Mr J complains that the van he obtained under a hire purchase agreement with FirstRand Bank Limited (trading as MotoNovo Finance) was not of satisfactory quality.

background

Mr J got the van in September 2014. It was four and a half years old and had a mileage of about 110,000. He complained to MotoNovo in February 2015, saying he had had to take the van to two different garages and both had said there were several things wrong with it. In April MotoNovo arranged for the van to be inspected by independent engineers. They identified various faults, most notably involving the fuel injectors and the cylinder head, but said there was no evidence to suggest that they were MotoNovo's responsibility. It suggested the faults should be referred back to a garage (which I shall call K) which had done work on the van in late October 2014.

Our adjudicator did not recommend that the complaint was upheld. She said that Mr J had driven nearly 16,000 miles since getting the van. She had contacted K but it hadn't been able to comment other than to say any repairs would have been done to a reasonable standard. In all the circumstances there was not enough evidence to suggest the faults had been present when Mr J got the van.

Mr J asked for the complaint to be reviewed by an ombudsman. He said he had had to refill the van with water every day. His employer had written to say that the van hadn't been fit for purpose and K had said that it had not touched the fuel injectors. He questioned whether we had contacted K. The van had now been re-possessed as he had not made payments.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr J was entitled to expect that the van was of satisfactory quality when he got it, though it did have quite a high mileage so could not be expected to be of the same quality as a newer vehicle with less mileage. There was going to be a higher risk of problems developing after he got it, because of normal wear and tear, especially when he did a lot of mileage.

Although Mr J had some earlier contact with MotoNovo about his payments, I have not seen anything to show that he complained to it about the quality of the van until he had had it for four or five months. Mr J has said that K told him in October 2014 that there were "serious issues" with the van. If so, I am surprised that he did not approach MotoNovo at that point.

Mr J has provided an invoice showing the work he had done by K in late October 2014. That included work on the brakes and water pump and removal and replacement of the sump, front casing, oil switch rocker cover and oil filler neck. The invoice noted that K had been unable to diagnose why the engine management light was on as no connection could be made to the scanner. The invoice ends by saying "Engine not running very well. Recommend compression test and testing of injectors". The mileage given on the invoice is 129,675. It seems unlikely Mr J could have done nearly 20,000 miles in less than two months. It is also inconsistent with the mileage of 125,940 recorded by the independent inspector in April 2015. So I suspect the mileage on the invoice must be incorrect.

The independent inspector said that the fuel injector seats to the fuel injector bodies and also within the cylinder head were severely hammered consistent with the fuel injector bolts backing off in service or not being secured correctly. Later he said the evidence suggested that they had not been secured correctly. The condition would have developed over a period of time and would have resulted in increased engine noise, engine misfire and hesitation and fuel contamination to the engine with a pungent odour present. He said the invoice from K suggested that the fuel injectors had been removed and sent away for specialist testing. He said the condition should be referred to the repairing agents, as repairs of that nature should be guaranteed for 12 months. He said a quote of over £4,000 had been given for relevant repairs now needed.

While the invoice from K recommends testing of the injectors, I am not convinced that that necessarily means that they actually were removed and tested by K. Mr J suggests that K, at least, did not do that. We did contact K directly, but it was not able to give us significantly more information than on the invoice. But the invoice does suggest that K suspected an issue with the engine and injectors at that point.

However, (because of the apparently inaccurate mileage on the invoice) I don't know how far Mr J had driven by late October, and he had done a high mileage (about 16,000 miles) by the time the van was inspected in April. So:

- either he had driven a very long way in the first few weeks before any possible issue was identified with the engine and injectors, which makes it seem less likely the problem had been present when he got the van; or
- he was able to drive a very long way afterwards, which suggests that any issue with the injectors in October cannot have been severe at that stage and so is less likely to have been present when he got the van.

If the injectors were removed in October or thereafter then, as the independent inspector's report suggested, it seems that any work done was inadequate. It could even have caused later problems if the injectors were not secured correctly afterwards. That would not be the responsibility of MotoNovo.

But if no further work was done regarding the engine and injectors after October, then it suggests that, although possible problems had been identified, Mr J did not pursue matters then. I realise that the lack of access to the van's own diagnostic system will have made that more difficult. But that does not mean that other action could not have been taken. If Mr J left matters and carried on driving the van, then it seems likely that the more serious problems identified in April probably developed as a result. Again that would not be the responsibility of MotoNovo.

I cannot rule out the possibility that the later problems were inherent when Mr J got the van. But for the reasons explained above, on balance I do not think I have seen adequate evidence to conclude that the van was not of satisfactory quality (for a vehicle of its age and mileage) when provided to him.

my final decision

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 6 November 2015.

Hilary Bainbridge
ombudsman