

## **The complaint**

Mr I complains about the quality of a car he has been financing through an agreement with MotoNovo Finance Limited (MotoNovo).

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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.

I know it will disappoint Mr I, but I agree with the investigator's opinion. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

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

Mr I acquired his car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The Consumer Rights Act (2015) is the relevant legislation. It says that the car should have been of satisfactory quality when supplied. If it wasn't then MotoNovo, who are also the supplier of the car, are responsible. The relevant law also says the quality of goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances.

In a case like this which involves a car the other relevant circumstances would include things like the age and mileage at the time the car was supplied to Mr I. The car here was a little over eight and a half years old and had already completed 97,000 miles.

An old car with a high mileage will not be expected to be as good as a newer car with a low mileage, but it should still be fit for use on the road, in a condition that reflects its age and price.

The relevant legislation explains that if the fault occurs within the first six months we are to assume it was present at the point of supply, when MotoNovo were responsible for the car's quality. But here Mr I first reported the issue with his power steering later than that and it's reasonable to suggest the onus is on him to demonstrate the problem was present or developing when the car was supplied to him. I'm not persuaded he's been able to do that,

for the following reasons:

- The independent inspector who is an expert on these matters, looked at the car in May 2023 and concurred that there was a power steering fault. When advised that the car had completed about 7,000 miles before it had failed he didn't think it was likely the fault was present when the car was supplied.
- More recently (in December 2023) Mr I asked the independent inspector to consider comments from a garage who he says has expertise in these matters. That garage believes that the fault with the power steering stems from a fault with the BSI board and that it was likely to have been present when the car was supplied. Having considered those remarks the independent inspector said, *"the information that has been provided is in fact an opinion and although that opinion may be justified it does not from the information kindly provided, provide supportive evidence"*. I don't, therefore, think the comments from Mr I's garage have been sufficient to persuade the independent expert that it's likely the power steering fault was present or developing when the car was supplied and, for the same reasons, I'm not persuaded either.
- While the car did fail an MOT for power steering problems a few months before it was supplied to Mr I, it subsequently passed and I think it's likely that the power steering problem was, therefore, fixed at that time. I understand that the problem has been intermittent and that Mr I asserts it probably wasn't fixed when it was retested but that the fault simply didn't present itself on that occasion. I can see that the independent inspector was also provided with that information, but he wasn't persuaded by that argument and, on balance, I think the fault was more likely than not to have been rectified before the December 2021 retest.
- The car had already completed 97,000 miles when it was supplied to Mr I and I think a reasonable person would expect it to be experiencing significant wear and tear. I think it's understandable that some parts may have been reaching the end of their serviceable life and I haven't seen sufficient evidence to say that isn't the case here. I think it's more likely than not that the power steering fault is related to normal wear and tear on a car of this age and mileage and is not, therefore, MotoNovo's responsibility.
- The independent inspector also noted an unusual noise coming from the starter motor and he suggested it was faulty. I've not been provided with sufficient information to suggest it was faulty, or developing a fault, when the car was supplied to Mr I. It seems the first time it presented itself was in November 2022 some seven months after the car was supplied to Mr I.

It is for those reasons that I don't think MotoNovo have been unreasonable to reject Mr I's complaint.

### **My final decision**

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 2 May 2024.

Phillip McMahon  
**Ombudsman**