

The complaint

Mr D complains about the quality of a van he acquired under a hire purchase agreement with MotoNovo Finance Limited (MotoNovo).

When I refer to what Mr D and MotoNovo said, or did, it should also be taken to include things said, or done, on their behalf.

What happened

On 2 February 2022, Mr D entered into a hire purchase agreement with MotoNovo to acquire a used van first registered in June 2017, that had travelled around 105,300 miles. The cash price of the van was approximately £16,794. The total amount payable was approximately £20,727. Mr D paid a deposit of around £3,000. There were 59 monthly payments of around £295, starting one month after execution of the finance agreement, followed by one monthly payment of around £296.

Mr D said that on 3 February 2022 he noticed that the reverse lights were not working and that four days later the power kept dropping and several warning lights kept showing intermittently. Mr D said that when he bought the van, he was told he would need to add Ad-Blue fluid every 1,500 miles travelled but he said that he had to add fluid every 200 miles. Mr D said that on 14 February 2022 he also spotted a water leak from one of the coolant pipes, so he had a temporary fix done on it. And later, on 15 February 2022 he reported these faults to the supplying dealer. Mr D said that between the 17 and 22 February 2022 he had to chase the dealership on several occasions, but they finally agreed to examine the van.

Mr D said that the repair shop chosen by the supplying dealer initially didn't repair the faults and it was not until 7 April 2022 that the water pipe was replaced. However, Mr D said that the lights and the fault with the Ad-Blue needing constant topping up were not fixed even though he chased the supplying dealer on several occasions. So, on 9 May 2022 Mr D complained to MotoNovo.

On 23 May 2022, MotoNovo got an independent inspection carried out on the van. And shortly after in May 2022, MotoNovo wrote to Mr D saying that they contacted the supplying dealer who advised them that Mr D, as admitted himself, ran the van dry of Ad-Blue fluid and that is the reason Mr D is now experiencing trouble with the Ad-Blue system. The supplying dealer also stated that they replaced the water pipe using a genuine part once the issues were brought to their attention. MotoNovo also said that the supplying dealership told them that bulbs and sensors on the van were replaced with no cost to Mr D.

MotoNovo also referred to the independent inspection they had carried out on the van. They said this inspection confirmed that there were seven fault codes in the engine. But it also stated that, in view of the elapsed time and mileage covered by the van since its supply, the inspector was unable to confirm that any of the faults were present at time of sale. MotoNovo concluded their correspondence by saying that they were unable to uphold Mr D's complaint as they had no evidence to confirm that the issues were developing or present at the point of sale. At the end of this final response, they provided referral rights to our service, should Mr D remain unhappy with their response.

Mr D said that because of the lack of professionalism and duty of care shown by MotoNovo and the supplying dealership, he was forced to have the van transported to be looked at by the van manufacturer's main dealer. Mr D said that this main dealer immediately determined that there were two very serious recall notices for the van that had not been acted on. One of these recalls was due to a safety concern and the other required a replacement engine. Mr D said that these recalls should've been checked by the supplying dealer before the van was sold, so he felt that the van was not of satisfactory quality when it was sold to him.

The main dealer that advised of the recall notices agreed to replace the engine and some of the other components free of charge. However, to fix the reversing lights Mr D had to pay for a new switch and gear shift housing assembly plus other parts such as the wiper assembly and rear number plate bulbs. The total he had to pay was £702.06. Mr D had to also pay £170 for the van to be transported to this main dealer, plus he paid £25.69 for the temporary water leak repair. Mr D is also unhappy as, he said, the supplying dealership promised him that he'd receive two sets of keys but only one was given to him. So, he had to purchase another set at a cost to him of around £250. Mr D also questioned whether he was given a fictitious service book for the van, as he doesn't believe that the two services in there actually have been completed. And, he thinks, that he has been given a brochure showing several different levels of cover but not an actual warranty. He has told our service that all of the above has caused him considerable amount of stress and loss of income. Therefore, he thinks that MotoNovo should pay him a fair amount of compensation.

Mr D brought his complaint to this service.

Our investigator thought that the van wasn't of satisfactory quality when supplied, so she believed MotoNovo needed to put things right. She thought that MotoNovo should cover £702.06, the cost of repairs Mr D incurred, plus a £170 he paid to have the van recovered. The investigator also thought that MotoNovo needed to pay Mr D £100 for the distress and inconvenience that's been caused. In addition, she believed that Mr D was entitled to 10% refund of the payments he made during the period when the van wasn't working properly to reflect the impaired use caused due to the van not being of satisfactory quality.

MotoNovo agreed with the investigator.

Mr D disagreed with the investigator. In summary, he thought that the compensation offered didn't fairly reflect the distress and inconvenience caused.

After reviewing the case, I issued a provisional decision on 14 February 2023. In the provisional decision I said:

"What I've provisionally decided – and why

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Where evidence is unclear or in dispute, I reach my findings on the balance of probabilities – which is to say, what I consider most likely to have happened based on the evidence available and the surrounding circumstances.

I'm very aware I've summarised this complaint very briefly, in less detail than has been provided, and largely in my own words. No discourtesy is intended by this. If there's something I've not mentioned, I haven't ignored it. I've not commented on every individual detail. But I've focussed on those that are central to me, reaching what I think is the right outcome. This reflects the informal nature of our service as a free alternative to the courts.

Also, I know that Mr D is unhappy that some of the letters he had written to senior management of MotoNovo had not been responded to, and he thinks some of the issues should be raised by our service with certain regulators. But Mr D wasn't prevented from bringing his complaint to our service for an impartial review after he received his final response from MotoNovo, so he hasn't lost out as a result of this. Also, our service isn't the financial services regulator, and it isn't my role to fine or punish a business for anything they may have done wrong or to report on individual cases to the regulators. Instead, I'm required to decide whether in the specific circumstances of Mr D's complaint, MotoNovo needs to do anything to put things right for him. In other words, I need to assess whether he suffered any financial loss or material distress and/or inconvenience as a result of anything MotoNovo did wrong.

Mr D acquired the van under a hire purchase agreement, which is a regulated consumer credit agreement. Our service can look at these sorts of agreements. MotoNovo is the supplier of the goods under this type of agreement, and is responsible for dealing with complaints about their quality.

Mr D initially wanted to reject the van but now wants to keep it and he would like MotoNovo to pay him for the repair costs he has incurred. Mr D paid £702.06 to replace the wiper assembly, to fix the non-working rear number plate bulbs, the reverse lights, plus to clear all the fault codes which required cleaning and regenerating the DPF. Mr D also wants MotoNovo to reimburse him the £170 he paid for the van to be transported to the main dealer plus, £25.69 he paid towards the temporary water leak repair. Mr D also said that he was promised by the supplying dealership that he would receive two sets of keys but only one was given to him, so he would like to be reimbursed for a second set he had to purchase at a cost of £250.

MotoNovo say that the faults weren't present or developing at the point of sale, so they don't think they are responsible for putting things right. I know they have since agreed with our investigator's view but for completeness, I've looked at whether the van was of satisfactory quality.

The Consumer Rights Act 2015 (CRA) covers hire purchase agreements such as the one Mr D entered into. Under a hire purchase 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 van and the cash price. 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.

In Mr D's case the van he acquired was used, with a cash price of around £16,794. It had covered around 105,300 miles and was approximately four to five years old when he acquired it. So, I would have different expectations of it compared to a brand-new van. And as with any van, there is an expectation that there will be ongoing maintenance and upkeep costs, and that there are parts that will naturally wear over time. In second-hand vans, it's more likely parts will need to be replaced sooner, or be worn faster, than in a brand-new van. So, MotoNovo would not be responsible for anything that was due to normal wear and tear whilst in Mr D's possession. But given the price paid, I think it's fair to say that a reasonable person wouldn't expect anything significant to be wrong shortly after the van was acquired.

The CRA says that, if the van acquired wasn't of satisfactory quality, or not as described, then Mr D would be entitled to exercise his right to repair or replace the van. So, for me to

conclude that Mr D can exercise his right to repair, I would need to see that the van wasn't of satisfactory quality, because the faults he complains about were likely to have been present, or developing, at the point of sale.

Mr D believes, in summary, that the van was not of satisfactory quality because it was unsafe and defective due to two recalls that should've been done before the van was sold to him. Mr D said that both were very serious, as one of the recalls was a safety issue and the other was due to a defect which required a new engine. Mr D has provided our service with copies of the invoice for the above-mentioned repairs. In that invoice, I can see that in addition to the repairs that totalled £702.06, the main dealership also carried out two warranty recalls. The notes section states that the van came in as non-start so injectors, engine, and the timing belt were all replaced.

I've considered this, but I've not been given specific and detailed information about the recalls themselves. And I can't reasonably conclude that it is more likely than not that Mr D's van contained the defective part solely on the grounds that the manufacturer issued a recall notice for his van's particular model. This is because the manufacturers will sometimes issue a blanket recall when it's been established that some vans may have an inherent manufacturing issue. This doesn't mean that every single van that is subject to the recall definitely has the defective part in question. So, I've considered this in combination with other evidence available to me.

I've seen copies of the report commissioned by MotoNovo in May 2022. In summary, this report states that there was fluid loss from multiple areas inside the engine compartment. It said that there appeared to be an issue with the Ad-Blue system, DPF system, EGR system, and the fuel injector system. The report also states that there were seven faults in the engine management system, the auxiliary belt was excessively contaminated, multiple leaks were noted on and around the engine area. It also said that a sensor which should be located away from the oil cooler was adrift and resting on the cooler, the heat of which had partially melted the sensor and that various coolant hoses were not correctly located and chaffing against the adjacent components. It said that the Ad-Blue tank displayed no evidence of leaking or damage, however, the filler cap was excessively contaminated around its housing with crystallisation, which extended to the inside of the filler cap. Mr D has also told us that the reverse lights were not working, and the van's power kept dropping and several warning lights keep showing intermittently on the dashboard. Mr D said that he also had to add Ad-Blue fluid every 200 miles but he was told by the supplying dealership, that he would only need to add Ad-Blue fluid every 1,500 miles travelled. Taking all of that above into consideration, I think most likely there was something wrong with the van, so I will now consider if the faults in question were present or developing at the point of sale.

The report commissioned by MotoNovo noted that there 'was no specific evidence that any of the above reported faults could be considered wear related, although it is possible that the majority have developed since purchase.' But it also states that, based on the elapsed time and mileage the van travelled, the report was unable to confirm that any of the above faults were present at point of sale. So, it seems that the report is contradictory or, at best, inconclusive in its findings. Also, I've taken into consideration that the report based its findings on the fact that the van had travelled 3,800 miles from supply to the date of inspection and the fact that Mr D had it for almost three months. But I think most likely these faults were already present much earlier and shortly after Mr D took possession of the van in February 2022. I'll explain why.

Mr D told us that on 15 February 2022 he reported to the supplying dealer the issues with the Ad-Blue, the reverse lights, and the water leak from one of the coolant pipes. I've found Mr D's testimony has been consistent throughout the complaint about what happened, and I've also seen text messages where it appears that Mr D is texting the supplying dealership.

In these messages I can see that Mr D is mentioning that he is still experiencing issues as the service warning lights keep coming back on. He also writes about a part that was being ordered on '22.03.22'. So, overall, I think most likely the faults relating to the Ad-Blue fluid, the coolant pipe leak, and the reverse lights were present shortly after Mr D acquired the van. And considering the short amount of time he had the van before he reported these faults to the supplying dealership, I think most likely these faults were present or developing at the point of supply. From all the evidence available, I've seen how significant these faults were and taking everything into account – including the price paid, the age, the usage of the van, and the faults in question – I'm not persuaded that the van was of satisfactory quality when Mr D took delivery. Given the age, mileage, and price paid, I think it's fair to say that a reasonable person wouldn't expect to be adding Ad-Blue fluid every 200 miles and for there to be evidence of crystallisation. Or that the van wouldn't be supplied with working reverse lamps which are needed to pass an MOT inspection.

The CRA sets out that, where the supplied goods are not of satisfactory quality, the consumer can require the supplier (MotoNovo in this case) to fix the faults. Mr D tried to get the supplying dealership and MotoNovo to fix the van, but as they were not cooperating, he had to get it fixed himself. So, I think it's fair that Mr D gets reimbursed for some of these costs.

The main dealer who found the recalls replaced the injectors, the engine, and the timing belt, but Mr D had paid £702.06 to replace the wiper assembly, fix the non-working rear number plate bulbs, the reverse lights, plus to clear all the fault codes which required cleaning and regenerating the DPF. From the invoice provided by Mr D, I can see that most likely the faults with the reverse lights and number plate bulbs were interlinked, so I think it is fair and reasonable that he gets reimbursed for those. Also, I think it is fair that he gets reimbursed for all the work that was done around the DPF regeneration, checking for Ad-Blue crystallisation, and getting the fault codes cleared, because he wouldn't have to have these expenses had he been supplied with a van of satisfactory quality. But I don't think he should be reimbursed for the wiper blade assembly. I'll explain.

I've seen no evidence of Mr D mentioning this fault to the supplying dealership early on. And I've considered that when this part gets replaced, the van had travelled about 3,800 miles since supply. So, I don't think this was a fault that was present or developing at the point of supply. And, as I mentioned earlier, the van Mr D acquired was used, with a cash price of around £16,794. But, it had also covered around 105,300 miles and was approximately five years old when he acquired it. So, I would have different expectations of it compared to a brand-new van. And, as with any van, there is an expectation that there will be ongoing maintenance and upkeep costs, and that there are parts that will naturally wear over time. In second-hand vans, it's more likely parts will need to be replaced sooner, or be worn faster, than in brand-new vans. So, I don't think it's fair for MotoNovo to be responsible for the wiper blade assembly. The total of the invoice in question was £702.06, but the wiper blade assembly was approximately £31.99 (26.66 plus VAT). So, it is fair that MotoNovo is only responsible to refund £670.07 of that repair invoice.

Also, on 14 February 2022 Mr D paid £25.69 to sort out the temporary water leak repair to one of the coolant pipes. And, on 16 June 2022 Mr D paid £170 for the van to be transported to the main dealer for the repairs mentioned above. Considering he wouldn't have incurred these expenses, had he been supplied with a van of satisfactory quality, I think it's only fair and reasonable that MotoNovo refunds these amounts to him.

Mr D has been able to use the van. However, driving the van while having to top up the Ad-Blue every 200 miles is likely to have been somewhat stressful and annoying to him. So, this would have reduced the utility and enjoyment Mr D would have had while driving it. There is no exact mathematical method to quantify the impact on Mr D having to drive the van with

this issue, but having considered the circumstances, I think that Mr D should be entitled to receive back 10% of the hire purchase repayments he has made from supply to 23 May 2022. Also, Mr D didn't drive the van from 23 May 2022 until it was fixed on 5 July 2022 which is approximately a month and a half loss of use. So, I think it is fair that he is refunded one and a half months' worth of hire purchase repayments, in addition to the 10% refund on all other repayments he made from supply to 23 May 2022.

Mr D said that he was promised by the supplying dealership that he would receive two sets of keys, but only one was given to him, so he said he had to purchase another set at a cost to him of around £250. I've not been presented with any evidence that this van only came with one key. And I've considered that Mr D's testimony has been consistent throughout the complaint about what happened, so taking all of that into consideration I think, most likely, Mr D didn't receive a second promised key. Therefore, I think MotoNovo should provide a refund to Mr D for the money he paid to acquire a second set of keys on production of a valid receipt or invoice.

Mr D told our service that he has been given a warranty brochure showing several different levels of cover, and not an actual warranty. I've looked at the finance agreement and from this I can't see that there is a warranty that has been included or that Mr D paid for an additional warranty for the van. And I've not been presented with enough evidence to be able to say that, most likely, he was promised an additional warranty for the van from the supplying dealership. So, I don't think MotoNovo needs to do anything regarding this aspect of Mr D's complaint.

I know that Mr D has mentioned that this situation has also had impact on his wife and that his gardening business and reputation has been impacted too. But in this decision, I can only consider the impact this situation had on Mr D, so I can't consider the impact this had on his wife. And I've not been given enough evidence for me to conclude that MotoNovo supplying him with a van that is not of satisfactory quality was most likely the reason for Mr D directly incurring a reputational or a financial loss. But I have considered that this matter has caused him a lot of distress and inconvenience while trying to resolve it. On numerous occasions Mr D had to take the van back to the supplying dealership's mechanic and he had to correspond extensively with the dealership and MotoNovo, as well as make time for the inspection that was carried out on the van. Which, I think, he would not have had to do had MotoNovo supplied him with a van that was of a satisfactory quality. So, I think MotoNovo should pay him £400 in compensation to reflect the distress and inconvenience caused.

Mr D also questioned whether he was given a fictitious service book for the van, as he doesn't believe that the two services noted in the book have been completed. One of these he said was completed before the van was first registered, so he questioned how this was possible. And the other one was completed by the supplying dealership, who, Mr D said, are not a service company. He has also questioned the potential validity of an MOT that was completed prior to him taking possession of the van. Section 56 of the Consumer Credit Act 1974 (Section 56) is important here. In summary, Section 56 has the effect of making MotoNovo responsible during the "antecedent negotiations" leading up to Mr D entering into the agreement for the van he has acquired. In essence, this means MotoNovo can be held responsible for the things that were done or said during the sales process before the agreement was reached. But if I was to uphold regarding this – and I'm not saying I am – the remedy would be for Mr D to be allowed to hand the van back. But Mr D has told our service that he wants to keep the van. So, I'm not going to comment on this further.

Having considered all the above, I think the resolution I'm proposing in this decision is fair and reasonable, considering all the circumstances of this complaint.

My provisional decision

For the reasons given above, I intend to uphold this complaint and direct MotoNovo Finance Limited to:

- 1. Refund Mr D £670.07 of that repair invoice dated 5 July 2022;*
- 2. Refund Mr D £25.69 he paid on 14 February 2022 to sort out the temporary water leak repair to one of the coolant pipes;*
- 3. Refund Mr D £170 he paid on 16 June 2022 for the van to be transported to the main dealer for the repairs;*
- 4. Refund Mr D 10% of all the hire purchase repayments he has made from supply to 23 May 2022;*
- 5. Refunded Mr D one and a half worth of hire purchase repayments to cover the loss of use from 23 May 2022 until it was fixed on 5 July 2022;*
- 6. Refund Mr D for the money he paid to acquire a second set of keys on production of a valid receipt or invoice;*
- 7. Add 8% simple interest per year to all of the above points above from the date of each payment to the date of settlement;*
- 8. Pay Mr D £400 for the distress and inconvenience caused.*

If MotoNovo Finance Limited considers tax should be deducted from the interest element of my award, they should provide Mr D with a certificate showing how much they have taken off so he can reclaim that amount, if he is eligible to do so.”

I asked both parties to provide me with any additional comments or information they would like me to consider by 28 February 2023.

Mr D responded and said he accepts my provisional decision.

MotoNovo responded and provided additional information for me to consider, so I've considered their response and my comments are below.

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.

MotoNovo, in response to my provisional decision, said that they got in contact with the supplying dealer, who said that Mr D admitted to them that he drove the van for approximately 300 miles with the water leak. The supplying dealership said that they believe that Mr D driving the van, with no water due to the leak, may have done damage that led to the ongoing issues he experienced. They said that they have repaired this aspect of the van with a genuine part, but they are adamant that they cannot be held responsible if Mr D damaged the van's engine by driving 300 miles with a known water leak. But from some of the text messages between Mr D and the supplying dealership, which have been provided to our service, I've not seen any mention of Mr D driving without water for 300 miles, as stated by them. Also, Mr D told us that on 14 February 2022, as soon as he realised that there was a water leak from one of the coolant pipes, he had a temporary fix done on it. And later, on 15 February 2022, he reported these faults to the supplying dealership. Mr D provided an invoice for the parts that he acquired on the 14 February 2022 and from this invoice I can see that what was purchased is, most likely, what would've been necessary for a temporary fixture of a leaking coolant pipe. So overall, I think, most likely, Mr D did have the pipe temporarily fixed and I think, most likely, he didn't drive the van without water for 300 miles, as stated.

The supplying dealer also reiterated that Mr D admitted that he ran the van dry of Ad-Blue fluid which, again, they say may be the reason why Mr D had ongoing issues with the Ad-Blue system in the van. The supplying dealership also indicated that one of Mr D's family members made him change his story to suit their side. And that the independent mechanical inspection found no evidence that issues in question were there at the point of sale. I've already covered all of this in my provisional decision, but for completeness I will also say that from some of the text messages between Mr D and the supplying dealership, which have been provided to our service, I've not seen any mention of Mr D driving without Ad-Blue fluid.

The report commissioned by MotoNovo states that there were seven faults in the engine management system, that the auxiliary belt was excessively contaminated, and that multiple leaks were noted on and around the engine area. It also said that a sensor, which should normally be located away from the oil cooler, was adrift and resting on the cooler; The heat of the cooler, in turn, had partially melted the sensor and that various coolant hoses were not correctly located and were chaffing against the adjacent components. It said that the Ad-Blue tank displayed no evidence of leaking or damage, however, the filler cap was excessively contaminated around its housing with crystallisation, which extended to the inside of the filler cap. Mr D also told us that, to be able to drive, he had to add Ad-Blue fluid every 200 miles. And, as mentioned in my provisional decision, MotoNovo's report based its findings on the fact that the van had travelled 3,800 miles from the date of supply to the date of inspection and on the fact that Mr D had it for almost three months. But I think, most likely, these faults were already present much earlier, and shortly after Mr D took possession of the van. He reported the faults to the supplying dealer in February 2022. And when I consider the short amount of time he had the van before he reported these faults to the supplying dealership, I still think most likely these faults were present or developing at the point of supply. From all the evidence available, I've seen how significant these faults were and, taking everything into account – including the price paid, the age, the usage of the van, and the faults in question – I'm still not persuaded that the van was of satisfactory quality when Mr D took delivery.

The supplying dealership said that when they have seen Mr D's previous vehicle, it was in very poor condition. They say this is evidence that Mr D "runs vehicles into the ground" and could be regarded as having no care or attention for routine and essential maintenance and/or replacement of components that do wear out, such as the clutch and brakes. But I've not been presented with anything that would make me think that, most likely, Mr D failed to take proper care and maintain the van in question, and for the reasons mentioned in my provisional decision, and above, I'm still of the opinion that the van supplied to Mr D by MotoNovo was not of satisfactory quality at the point of supply.

Regarding the second key for the van MotoNovo, after my provisional decision, initially responded that the key issue was not a part of the May 2022 complaint raised to them, so they questioned how now 'a year down the line' a second key is something that Mr D has brought up with our service. And later, they have responded to our service addressing the issue further. They provided a response from the supplying dealership which said that Mr D was fully aware that the van was sold with just one key.

I can see that Mr D did make MotoNovo aware of this issue when he wrote to them as part of his correspondence dated 11 July 2022. So, it is not a recent issue that has come up. We have asked Mr D if he had any written evidence regarding the second key. But he told us that he didn't and only that his family member, who was present during the sale process, also witnessed the supplying dealership saying that there would be a second key provided. But overall, like I said in my provisional decision, Mr D's testimony has been consistent throughout the complaint about what happened, and I've not been presented with any evidence that this van only came with one key, so, I still think that, most likely, Mr D didn't receive a second key, as promised.

After my provisional decision, Mr D provided our service with a copy of the invoice for the second blank key and its remote system plus an email that contains a quote for the coding still needed. If Mr D paid to get the key set coded, while waiting for this decision, he should provide a valid receipt for this, so that MotoNovo can refund him for the money he paid to acquire and get a second key set coded and so they can add 8% simple interest per year from the date of each of those payments to the date of settlement.

Mr D also provided a spreadsheet showing all the costs that I was intending to award to him, based on my provisional decision. This spreadsheet showed calculations of the 8% simple interest applied to the amounts and Mr D said this was for me to confirm and/or approve. But in this decision, I'm only setting out the methodology of the redress and it is for MotoNovo to do the calculations as set out in my findings.

My final decision

For the reasons given above, and in my provisional decision, I require MotoNovo Finance Limited to:

1. Refund Mr D £670.07 of that repair invoice dated 5 July 2022;
2. Refund Mr D £25.69 he paid on 14 February 2022 to sort out the temporary water leak repair to one of the coolant pipes;
3. Refund Mr D £170 he paid on 16 June 2022 for the van to be transported to the main dealer for the repairs;
4. Refund Mr D 10% of all the hire purchase repayments he has made from supply to 23 May 2022;
5. Refunded Mr D one and a half worth of hire purchase repayments to cover the loss of use from 23 May 2022 until it was fixed on 5 July 2022;
6. Refund Mr D the money he paid to acquire a second set of keys and pay him for the coding costs of the key set on production of a valid receipt or invoice;
7. Add 8% simple interest per year to all of the above points above from the date of each payment to the date of settlement;
8. Pay Mr D £400 for the distress and inconvenience caused.

If MotoNovo Finance Limited considers tax should be deducted from the interest element of my award, they should provide Mr D with a certificate showing how much they have taken off so he can reclaim that amount, if he is eligible to do so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 6 April 2023.

Mike Kozbial
Ombudsman