

## **The complaint**

Miss J complains about problems with a car she acquired through a Hire Purchase Agreement with Motonovo Finance Limited (Motonovo) . She would like to reject it.

## **What happened**

The details of this complaint are well known to both parties so I won't repeat them again here instead I will focus on giving the 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.

Having done so I have reached the following conclusions:-

- There is no dispute that there is an issue with the gearbox on Miss J's car. Motonovo accepted our investigator's recommendation that a repair was appropriate with compensation for distress and inconvenience and a refund of payments from February 2023. Miss J would still prefer to reject the car and would also like travel costs refunded.
- Miss J has now told us she has had further problems with the car but from the information supplied I agree with our investigator that the latest information confirms the problem with the gearbox which Motonovo has already agreed to cover the cost of repair. I don't think Miss J has provided any new information about the car that makes me feel that rejection is now appropriate
- Miss J feels she is also entitled to reject the car now due to the time taken to resolve her complaint. It's unfortunate but when issues arise it can take some time to investigate these and reach a resolution. it doesn't seem to me that Motonovo has unreasonably delayed dealing with Miss J's complaint. When issues arise more than six months into an agreement, as is the case here, the onus is on the consumer to show a fault with the car. I don't think it was unreasonable for Motonovo to ask for an independent report. Motonovo also promptly accepted our investigator's initial recommendations in July 2023 and a subsequent increase in compensation in response to Miss J's representations.
- I have considered the travel costs Miss J would also like refunded. I can't reasonably ask Motonovo to refund these. Motonovo has accepted our investigator's recommendation of a full refund of Miss J's payments with 8% simple interest from February 2023 until the repair is completed. And it has also agreed to increased compensation for distress and any inconvenience caused. It wouldn't be fair in effect to double refund Miss J by covering travel costs as well. Miss J has referred to some of our guidance and to some legal advice she has been given. We look at complaints individually taking into account all the relevant factors of each complaint. We consider guidance and relevant law but ultimately make findings based on what is reasonable in the circumstances of each complaint.

## **My final decision**

My final decision is that I uphold this complaint.

In full and final settlement Motonovo Finance Limited should :-

- Cover the cost of repairs to the gearbox based on the quote provided of £2,735.71 and on proof the work has been carried out
- Refund Miss J's payments from February 2023 until the gearbox is repaired with 8% simple interest from the date of payment to the date of settlement
- If it has not done so already, refund the cost of the independent report Miss J provided, on proof of the cost with 8% simple interest from the date of payment to the date of settlement
- Pay Miss J £250 compensation for the distress and inconvenience caused
- Remove any adverse information from Miss J's credit file.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 8 November 2023.

Bridget Makins  
**Ombudsman**