

The complaint

Mr T complains that MotoNovo Finance Limited sent him a text message about his account which was misleading and caused him to worry. He's also unhappy with the explanation provided by MotoNovo and wants compensation for the time he's spent dealing with this.

What happened

In April 2023 Mr T was supplied with a car and entered into a hire purchase agreement with MotoNovo. At the time of entering into the agreement Mr T set up a direct debit for the contractual monthly payments.

In May 2023 Mr T received a text message advising him that he had a payment due shortly and asking him to call.

Mr T says he was concerned that there was an issue with his direct debit. He called MotoNovo and was advised that there was no issue. Mr T felt that the text message was misleading and that his time had been wasted. He complained to MotoNovo.

MotoNovo didn't uphold the complaint. It said it hadn't made an error when it sent the text and that the text message advised Mr T that his payment was due shortly, not that he had missed a payment. MotoNovo said that the text was a courtesy message which it sent to allow customers to prepare for their new upcoming payment schedule.

Mr T remained unhappy and brought his complaint to this service.

Our investigator didn't uphold the complaint. They said they had reviewed the text message which had been sent to Mr T and didn't think MotoNovo had intended to cause worry or cause Mr T any concern that something was wrong with the account.

Mr T didn't agree. He said the message had asked him to go on the website or call. He said he'd been asked to call to make a payment even though he'd already set up a direct debit. Mr T said that he'd called as requested but felt that this had been completely unnecessary because the direct debit was set up correctly. Mr T said that having to call MotoNovo had impacted on his work as he'd had to step out of a meeting and cancel another one. He said this had cost him money in lost wages.

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've reviewed the text message that was sent to Mr T. It stated as follows:

"You have a payment due shortly (22245478), please visit <https://moneymanager.motonovofinance.com> or call us on 0333 0341153 to make the payment. If you need any support, please click the link to our Help and Support brochure: <https://customer.motonovofinance.com/file/cms/raw/5bfb93a1b8f7e76a38fd12fd511f2998.pdf>."

Mr T says that he interpreted the text message as meaning that there was an issue with his payment. I understand that this would have caused him concern. However, in my analysis, the text message advised Mr T that his payment was due shortly, not that he had missed a payment.

Mr T also says that the text message required him to call. I agree that message invites the recipient to call or visit the website. I think the message was confusing in this respect – it could have been clearer and invited the recipient to call only if they required any assistance with their upcoming payment.

MotoNovo has apologised to Mr T if the text message caused him confusion. I've thought about whether this is sufficient. I've taken into account what Mr T has said about being concerned that there was something wrong with his direct debit and taking time out from work to call MotoNovo and having to cancel a meeting. I appreciate that this was both worrying and frustrating for Mr T, and that it caused him some inconvenience.

However, I'm not persuaded that MotoNovo intended to cause concern to Mr T. Although the text could've been worded more clearly, I'm satisfied that MotoNovo's intention was to remind Mr T that his payment would be taken shortly, as this was a new account. I don't think MotoNovo made an error when it sent the text, or that it treated Mr T unfairly.

Taking everything into account, and whilst I appreciate that this has caused Mr T some inconvenience, I'm not upholding the complaint. I won't be asking MotoNovo to do anything further.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 15 February 2024.

Emma Davy
Ombudsman