

The complaint

Mr J complains that a vehicle he purchased with finance provided by MotoNovo Finance Limited ("MotoNovo") is faulty.

What happened

Mr J purchased a used vehicle in January 2021 with finance provided by MotoNovo in the form of a hire purchase agreement.

In July 2023 Mr J noticed a discrepancy with the mileage recorded on a previous MOT certificate.

Mr J contacted MotoNovo to say that he considered the car was faulty. The recorded mileage at the point of sale was 45,852. The MOT history showed that on 16 July 2020 (so, six months or so before the sale) it had been recorded as 53,486. Mr J said that he wanted to sell the car but had difficulty doing so because it appeared the odometer had been tampered with.

MotoNovo agreed to pay for diagnostic testing to understand whether this was the case. Mr J instructed a third-party garage to do this. The third-party garage concluded that the odometer had not been tampered with.

On this basis, MotoNovo did not uphold Mr J's complaint. Mr J disagreed and so he brought his complaint to this service.

Our investigator did not uphold Mr J's complaint. Our investigator agreed that it was most likely that there had been an inputting error by the garage that completed the MOT in July 2020. Our investigator did not think this was something that MotoNovo could be held responsible for.

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.

In considering what's fair and reasonable I have taken into account the relevant law and regulations, regulators' rule, guidance and standards, codes of practice and (where appropriate) what I consider to have been good industry practice at the relevant time. The agreement in this case is a regulated consumer credit agreement. As such, this service is able to consider complaints relating to it. MotoNovo is also considered the supplier of the goods under this type of agreement and so it is responsible for a complaint about their quality.

Our investigator previously explained to Mr J about how the Consumer Rights Act 2015 applies to his complaint and as Mr J has not raised any queries or objections about it, I do not consider I need to reiterate this.

Having reviewed Mr J's complaint I am satisfied that our investigator's assessment was correct, and I do not uphold this complaint. I will explain why I have reached this decision.

Mr J provided evidence to MotoNovo that when the car was MOT tested in May 2019 the recorded mileage was 39,628. In July 2020 the vehicle was MOT tested and a mileage was recorded of 53,486. An MOT on 18 January 2021 recorded a mileage of 45,858. Mr J bought the vehicle at this point. He did not notice the discrepancy with the mileage until 2023.

There is clearly a discrepancy with the mileage recorded at MOT in July 2020, but I am not satisfied that this means the odometer had been tampered with or that MotoNovo is at fault.

Mr J appears to accept the outcome of his independently-commissioned diagnostic testing; that is, the odometer is displaying the correct mileage and there is no evidence of tampering. It follows that the only reasonable explanation for the higher mileage previously recorded is that it was a human error made by the garage which completed the MOT in July 2020. Certainly, Mr J has not provided any evidence to the contrary.

Mr J submits though, that his vehicle is faulty. He says this because he says he has tried to sell the vehicle but hasn't been able to. Mr J hasn't submitted any evidence of his attempts to sell the vehicle or the reasons why it has not sold, but he attributes this to the inconsistency with the recorded mileage at MOT in July 2020.

I am satisfied from Mr J's own independent report that the vehicle's odometer shows the correct mileage, and it has not been tampered with. I am satisfied the discrepancy is explained by an error made by a garage unrelated to MotoNovo which completed the MOT test in 2020. MotoNovo is not required to conduct checks on the vehicle's MOT history before providing finance and I am satisfied there is no fault with the car, so MotoNovo cannot be held responsible for the issue.

On this basis I do not uphold Mr J's complaint and I do not direct MotoNovo to do anything further.

Mr J has been advised by MotoNovo to contact the Driver and Vehicle Standards Agency to inform them of the issue with the 2020 MOT and to provide it with the independent report. This seems a sensible course of action for Mr J to take if he considers that he remains disadvantaged by the incorrect MOT information.

My final decision

I do not uphold Mr J's complaint and so it follows that MotoNovo Finance Limited does not need to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 9 May 2024.

Sally Allbeury
Ombudsman