

The complaint

Mr K complains about a car acquired through a Hire Purchase agreement with MotoNovo Finance Limited ('Motonovo'). Mr K had problems with the car from the start and says these defects weren't properly repaired.

What happened

Mr K acquired the car in March 2022. When it was sold, it was five years and eleven months old, had covered 46,310 miles and cost £22,506.00.

Mr K complained in January 2024 that there was damage and scratches to the wheels at the outset, which the dealer resprayed before he acquired the car. But he wasn't happy with these repairs and also complained about a buzzing noise from the engine.

He got an email from Motonovo early in March 2024 to say it couldn't respond to his complaint and so he referred the complaint to our service.

Motonovo provided our service with a copy of a final response letter which it says was sent in January 2024. This letter said that because Mr K had the car for longer than six months, he would be responsible for demonstrating that any faults with the car would have been there when it was first supplied.

It said because that evidence hadn't been provided it wouldn't be able to help. But it suggested getting an independent engineer to inspect the issue to confirm whether there were faults now that were present at point of supply.

The investigator who first looked at the complaint said they hadn't seen evidence of the issues Mr K had complained of. So they felt Motonovo's response to his complaint was fair.

In response, Mr K asked about a complaint he made about being overcharged on his interest rate. He also stressed that the dealership has evidence of the faults but weren't providing this evidence to him.

The investigator checked with Motonovo and confirmed the complaint about his interest rate would be handled separately. But with respect to the faults with the car, it still hadn't seen any evidence of the issues Mr K had complained of and so its view remained the same.

Mr K then provided invoices he'd been able to obtain from the dealership and some undated photos of the bodywork and a wheel.

One invoice from 16 March 2022, the date the agreement was first signed, doesn't specify what it was for but Mr K says this was the paintwork repair.

The dealership seems to have looked into the car vibrating and inspected the brakes in April 2022, but found no issues.

Three invoices from May 2022, where the mileage was 47,296 miles, show some paintwork repairs carried out to the bodywork, some work relating to the wheels, and an air leak was repaired on one of the tyres.

A final invoice from 2 August 2022, by this time the mileage was 47,772 miles, shows an alloy wheel was repaired and repainted.

The investigator still felt like there wasn't enough evidence to say that there were issues with the car now that would have been present or developing when the car was supplied.

Mr K asked for the case to be reviewed by an ombudsman and so it has been passed to me to issue a final 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'm required to take into account the relevant laws and regulations; regulators rules, guidance, and standards; codes of practice and, when appropriate, what I consider to have been good industry practice at the relevant time. I may not comment on every point that's been raised, but I have read and considered everything that's been said. Instead I will focus on what I think are the key points to reach a fair and reasonable decision. This reflects the nature of our service which was set up to be an informal alternative to the courts.

Where information or evidence is missing or contradictory, I'll make my decision based on the balance of probabilities – that means what I consider to have more likely than not happened – given the available information.

I will lay out what I consider to be the key facts and the considerations I've taken into account when reaching my decision.

Mr K acquired the car through a Hire Purchase agreement with Motonovo. Under this type of arrangement, Motonovo became the supplier of the car and is responsible if the goods aren't of satisfactory quality when provided. The key legislation for me to consider in complaints of this nature is the Consumer Rights Act 2015 ('CRA'). This outlines, among other things, that goods should be of satisfactory quality at the time they're supplied.

Satisfactory quality is described as the standard that a reasonable person would expect taking into account, among other things, the description, age and price of the goods. The quality of the goods includes their state and condition - and where appropriate their fitness for purpose, appearance, freedom from minor defects, safety and durability should be taken into account.

When the car was supplied it was five years and eleven months old and had covered 46,310 miles.

In those circumstances, it's reasonable to expect that the car might have experienced a certain level of wear, may have cosmetic issues or faults may arise sooner than would be expected with a car that was provided brand new.

However the car cost £22,506.00 and I wouldn't expect significant faults to arise soon into the agreement.

I can see in this instance the dealer carried out some work on the day the car was supplied, 16 March 2022. It's not clear from the invoice exactly what this work was. However Mr K said paint work was carried out.

The invoice from April 2022 doesn't seem to relate to any of the issues Mr K is now complaining of, so I don't think there's anything here for me to comment on. But the May 2022 invoices mention some cosmetic work carried out, including a smart repair to the rear bumper and the tailgate being polished. The repair carried out on the tyre losing air doesn't seem connected to the issues Mr K is complaining about so I don't think that's crucial either.

So from this evidence, it seems as though there was some form of issue with the paintwork in the first few months and the dealership repaired these issues. The agreement hadn't been taken out long before this, and so it's understandable that the dealership carried out repairs at no cost to Mr K.

I haven't seen any other record of work being carried out, issues being raised, or evidence of faults that have arisen until Mr K's complaint in January 2024.

Where goods aren't of satisfactory quality and they're repaired, they need to 'conform to contract', in other words they need to be of satisfactory quality. If they aren't returned to satisfactory quality then a consumer may have the right to reject the goods. But when considering Mr K's rights under the CRA, I have to consider how long it's been since those repairs were carried out – and whether those repairs were reasonable and made the car conform to contract.

I acknowledge and accept that work seems to have been carried out in the early stages of Mr K having the car. When Mr K raised issues with the car this time round he'd had it for nearly two years and it was nearly eight years old. When the car had its MOT done in November 2023 it had covered 58,333 – over 12,000 miles since it was supplied.

In those circumstances I would expect wear and tear to have impacted on the way the car looks and operates. But that's not the same thing as the car not being of satisfactory quality. I would expect a car of this age and use to require some repairs and attention over time. It has been a reasonable amount of time since the car was supplied and the repairs were carried out.

The repairs have lasted a reasonable amount of time. And the issues as they've been described and the limited evidence we've been provided doesn't persuade me that there are faults with the car now that make the car not of satisfactory quality.

When Mr K contacted Motonovo in January 2024 he mentioned he was overcharged on his interest rate by the dealership. This issue wasn't connected to the complaint about the car being of satisfactory quality and it was handled separately to the complaint I'm now considering.

Mr K should contact Motonovo to check on the status of that complaint if he wishes, but that's not the matter I'm considering. This would need to be pursued separately if Mr K wants to do that.

My final decision

My final decision is that I do not uphold Mr K's complaint against Motonovo Finance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 14 March 2025.

Scott Walker
Ombudsman