

The complaint

Mr F complains about a car supplied to him using an hire purchase agreement taken out with MotoNovo Finance Limited (“MotoNovo”).

What happened

In February 2024, Mr F acquired a used car using a hire purchase agreement with MotoNovo. The car was almost 10 years old, the cash price of the car recorded on the agreement was £4,995, the agreement was for 61 months, made up of 59 regular, monthly repayments of £86.39, followed by a final payment of £87.39, which included a £1 option to purchase fee. The deposit recorded on the agreement was £1,000. The mileage recorded on the agreement for the car was 73,768 miles.

Shortly after acquiring the car, Mr F said he experienced issues with it, such as hearing a knocking sound. So, he informed the dealership. Mr F said the dealership replaced the car’s clutch in April 2024, but the knocking sound he heard persisted.

Mr F said he returned the car to the dealership again in May 2024, but they couldn’t diagnose a fault with the car. The car was then returned to Mr F, with no repairs being carried out.

Mr F took the car to a third-party garage towards the end of July 2024 as he said the knocking noise got worse. Mr F said that the dealership previously used this garage for repairs. The garage diagnosed a top mount and shocker fault which was repaired by them and paid for by Mr F. The cost of repairs was £160.

Mr F contacted the dealership, asking for a reimbursement of the £160 repairs carried out, but the dealership told him they weren’t liable for these costs.

Mr F complained to MotoNovo in August 2024 and an independent inspection was carried out to the car in September 2024 with a recorded mileage of 79,233. The inspection report suggested the oil leak and knocking sound could be as a result of a suspension issue with the car, which was commensurate of the car’s age and mileage.

MotoNovo issued their final response to Mr F in October 2024, where they explained that they didn’t uphold his complaint. In summary, MotoNovo said that the dealership had conducted several repairs to the car previously, including repairing its exhaust, callipers, tyres and oil filters. And that the repairs Mr F had completed by the third-party garage weren’t authorised by the dealership. MotoNovo said they relied on the findings of the independent inspection which concluded that any issues with the car could be classed as general maintenance and not the responsibility of the dealership.

Unhappy with MotoNovo’s response, Mr F referred his complaint to our service in November 2024.

Mr F commissioned his own diagnostic test to be completed to the car towards the end of January 2025. The diagnostic concluded that among other things, the car required a new wet belt due to deterioration which was estimated to have started around six months prior.

Mr F believed this was the fault that he experienced in April 2024, when he informed the dealership about the knocking noise he heard.

Our investigator issued her view, where she found that MotoNovo didn't need to do anything further. She was satisfied there were faults with the car, but didn't think the faults were present or developing at the point of supply, given what the independent report concluded, as well as the mileage the car had covered.

Mr F didn't agree with the investigator's findings. As Mr F didn't agree, the complaint was passed to me to decide.

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'm not upholding this complaint and I'll explain why below.

I'm aware I have summarised events and comments made by both parties very briefly, in less detail than has been provided, largely in my own words. No discourtesy is intended by this. In addition, if there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is a fair outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as an alternative to the courts.

Mr F complains about a car supplied to him under a hire purchase agreement. Entering into consumer credit contracts such as this is a regulated activity, so I'm satisfied I can consider Mr F's complaint about MotoNovo.

When considering what's fair and reasonable, I take into account relevant law and regulations. The Consumer Rights Act 2015 ("CRA") is relevant to this complaint. The CRA explains under a contract to supply goods, the supplier – MotoNovo here – has a responsibility to make sure goods are of satisfactory quality. Satisfactory quality is what a reasonable person would expect – taking into account any relevant factors.

I would consider relevant factors here, amongst others, to include the car's age, price, mileage and description. So, it's important to note that the car Mr F acquired was used, almost 10 years old, had been driven around 73,750 miles and cost almost £5,000. I think a reasonable person would accept that it would not be in the same condition as a new car and was likely to have some parts that are worn.

What I need to consider is whether the car was of satisfactory quality when it was supplied. And in order to do that, I first need to consider whether the car developed a fault.

Had the car developed a fault?

It isn't in dispute here that the car developed a fault. I say this because MotoNovo hasn't disputed that the car previously had a fault (which they say had been repaired by the dealership already). Mr F said that the car's clutch was replaced by the dealership and MotoNovo said other parts were also replaced, such as tyres, callipers and filters.

Mr F also said that the car's top mount and shocker was replaced. And Mr F has since supplied a quote to show that the wet belt, among other things, has deteriorated and needs replacing.

So, considering the above, I'm satisfied the car has a fault with it.

Was the car of satisfactory quality at the point of supply?

What I need to determine here – and the crux of this complaint is – whether the faults were present or developing at the point of supply which means it wasn't of satisfactory quality.

Mr F had a diagnostic completed on the car towards the end of January 2025. The diagnostic concluded that among other things, the car required a new wet belt due to deterioration which was estimated to have started around six months prior. So, at around July 2024.

Mr F believed this was the fault that he experienced in April 2024, when he informed the dealership about the knocking noise he heard. So, in essence, Mr F feels that any repairs carried out to the car around that time had failed or didn't resolve the underlying issue with the car.

On the other hand, MotoNovo has relied on the findings of an independent inspection, which said:

"We proceeded to road test the vehicle with engine and transmission performing as expected with no evidence of excessive smoke from exhaust and no issues with the brakes or steering and no warning lights displayed on the drivers panel.

...

The general condition of the vehicle did not give any cause for concern and was considered good, the noise coming from the suspension on uneven road surfaces was considered to be acceptable the vehicles age and mileage and would not impinge on the vehicle been considered fit for purpose now at the point of sale and wouldn't affect vehicle meeting minimum MOT standards.

...

With our opinion the vehicle sold in a satisfactory condition for its age and mileage at the point of sale and any necessary repairs are be classed as age-related general maintenance and not premature, therefore not the responsibility of the sales agents."

I'm mindful that the car had been driven 5,465 miles between being acquired and the inspection taking place. And around 7,700 miles between the car being acquired and Mr F having a diagnostic completed on the car.

Considering everything here, I'm persuaded by what the independent report has concluded and that the fault with the car wasn't present or developing at the point of supply. I accept that the report didn't investigate matters in significant detail – and I also do accept that the diagnostic and quote Mr F attained said the wet belt deterioration likely started around six months prior. But I'm mindful that Mr F had likely still travelled several thousand miles at this point. And given the age of the car, being almost 10 years old, and that the wet belt being a maintenance item, I'm satisfied the car was supplied to Mr F of satisfactory quality.

My final decision

For the reasons I've explained, I don't uphold this complaint. So, I don't require MotoNovo Finance Limited to do anything more here.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 29 August 2025.

Ronesh Amin
Ombudsman