

The complaint

Mr H complains about a car supplied to him using a hire purchase agreement taken out with MotoNovo Finance Limited ("MotoNovo"). Mr H believes previous repairs carried out to the car have failed.

What happened

In July 2023, Mr H acquired a used car using a hire purchase agreement with MotoNovo. The car was over ten years old, with a mileage of 78,150 miles, and the cash price of the car was £8,990.

Mr H previously raised a complaint with our service about the car supplied. This was following repairs carried out to the car. Mr H believed, among other things, that during those repairs, damage had been made to the exterior of the car. In March 2024, our service upheld Mr H's complaint and among other things, instructed MotoNovo to arrange for and cover the cost of additional repairs that were required, due to damage caused when initial repairs were being made.

Since then, in July 2024, Mr H informed MotoNovo that a diagnostic test was carried out to the car and complained that the car had a problem in relation to its cruise control and traction system. Mr H said the issue was making the gears of the car slip in higher gears. Mr H believed this issue was due to failed repairs carried out to the car.

The dealership believed the gears slipping was not linked to any previous fault, and that it could have been because of the clutch. The dealership said this wouldn't be covered under warranty, as they believed it to be a wear and tear item.

As the dealership refused to repair the car, an independent inspection was arranged for August 2024. The report said that at the time of inspection the car had an excessive clutch slip which needed to have been rectified before any further diagnostic work could be completed in relation to the cruise control system. It later went on to say that the clutch slip may have affected the cruise control operation as the engine rev range may have been outside of the cruise control operating limits. It also said that as the car had been driven around 11,000 miles since the point of supply, it was unlikely that the issue with the car was due to a pre-existing condition.

MotoNovo later provided their final response on the matter in August 2024 and explained they didn't uphold Mr H's complaint as they had no evidence that the fault with the car was from the point of supply or because of a failed repair.

Unhappy with MotoNovo's response, Mr H referred his complaint to our service.

Our investigator issued their view where he explained that he didn't uphold Mr H's complaint. In summary he explained that the independent report completed on the car in August 2024 couldn't confirm a fault with the cruise control system due to an issue with the clutch. The investigator also thought the clutch issue was a wear and tear item and not a fault with the car.

Mr H disagreed with the investigator's findings and provided two reports from different third-party garages which he believed showed that the fault with the cruise control system was due to failed repairs. Mr H also provided photo's sent to MotoNovo in December 2023 of error lights on the car's dashboard.

Our investigator didn't change their opinion as he thought the additional reports Mr H provided corroborated the findings of the independent inspection.

Mr H still disagreed. And so the complaint was passed to me to decide.

As this complaint was waiting to be considered by an ombudsman, Mr H confirmed he had the car repaired, and that it resolved the issues he had with the car. Mr H sent our service an invoice for works carried out in March 2025. Among items repaired was the car's clutch system.

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 H 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 H'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 H acquired was used, over ten years old, had been driven around 78,150 miles and cost almost £9,000. 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?

Mr H believed there to be a fault with the cruise control and tracking system. Mr H believes this issue was due to failed repairs that were previously carried out by MotoNovo.

On the other hand, a report completed following an independent inspection in August 2024 found that a fault with the cruise control system couldn't be identified. This was because there was an issue with the car's clutch system which prevented further diagnostics being completed on the car's cruise control system.

Mr H provided two reports from different third-party garages which he thought showed the cruise control system (and it's ABS system) were the reasons why the clutch system had later failed.

However, I'm not persuaded by what Mr H says here and that the issue with the clutch is due to failed repairs to the cruise control system. I say this because, further comments made by the engineer who carried out the independent inspection said:

"At the time of the inspection the vehicle was suffering from excessive clutch slip and this made it difficult to obtain data with regards to whether the cruise control was operating correctly and this condition would need to be rectified before any further diagnostic work is completed."

"It will also be appreciated that with clutch slip present, this may be affecting the cruise control operation, as the engine rev range may be outside of the cruise control operating limits that are set. As such, until the clutch is rectified it is not possible to confirm that a cruise control issue is present."

"We would recommend this is rectified and potentially further diagnostics completed. However, taking into consideration the vehicle has covered 11,000 miles, it appears unlikely that this condition could be considered to be pre existing from an engineering perspective."

I'm mindful that the comments above by the independent engineer were made, having full knowledge of previous works and repairs carried out to the car. I'm also mindful that one of the reports Mr H has supplied says:

"... The cruise control system will not work until the ABS system is repaired..."

This corroborates the findings of the independent inspection. So, two separate reports suggest any issue with the cruise control system cannot be considered until other issues with the car, such as the ABS and clutch system are rectified.

Considering things here, I'm not satisfied there is a confirmed fault with the cruise control system. While I accept, I am not an expert mechanic, from what Mr H has described he experienced with the gears slipping, as well as what the independent report says about an excessive clutch slip, I think it is more likely than not, that there was an issue with the clutch.

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

Considering that an issue with the clutch only became apparent after around 11,000 miles after the point of supply, I'm not persuaded that the fault with it was present or developing at the point of supply.

I'm also mindful that Mr H has confirmed that the car has now been repaired and there are no issues present with the car. The clutch was one of the components repaired to the car. So, I think this further persuades me that there wasn't a fault with the cruise control system directly, but rather an issue with the clutch which caused the cruise control system to not function correctly. I'm also satisfied that any issue with the clutch was not a fault with the car that was present or developing at the point of supply, given the time that has passed, and the mileage covered in the car since supply.

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 H to accept or reject my decision before 5 August 2025.

Ronesh Amin
Ombudsman