

## **The complaint**

Mr N has complained that he's been unfairly charged additional fees by MotoNovo Finance Limited, in respect of a car finance agreement he has with it.

## **What happened**

In May 2021, Mr N entered into a finance agreement with MotoNovo for a used car. It was five years old at the time and had covered 54,082 miles.

However, Mr N has explained there was a problem with the drivetrain from the very beginning, and he's since experienced a number of other issues. As this meant he needed to pay for alternative transport, he fell behind on his monthly repayments, and was charged additional fees as a result.

Mr N complained to MotoNovo about the fees, but it said they were correct. However, it then followed this up with a further letter, saying it had provided incorrect documentation. As a result, it meant the fees had been miscalculated. Once rectified, the amount Mr N owed was lower than he'd initially been advised.

Mr N brought a complaint to our service, and one of our investigators looked into what had happened. He could see that the finance agreement made provision for late payment fees to be charged. And, from the account statement notes he could see that the account began to fall into arrears. Multiple communications were sent from MotoNovo about this, but as the arrears were not cleared, fees and interest as stated in the agreement were added to the account. These were later reduced, due to having been calculated incorrectly. It also offered £100 by way of apology. Our investigator thought this was fair.

As Mr N disagreed, his complaint's been passed to me.

## **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 it. I appreciate Mr N feels he was justified in not making his repayments, but that hasn't been established. So, I've looked at if the charges were correct and – once rectified – they were. Mr N was in arrears, and the charges for this are clearly set out in the finance agreement. He was also sent correspondence explaining this.

But, with that in mind, it's clear an error was made, which must have been stressful. I'm pleased to see that MotoNovo has offered £100 by way of apology for this. It's broadly in line with what I'd have awarded, so I won't interfere with it.

Should Mr N still owe arrears, I'd urge him to contact MotoNovo. I'd expect it to respond positively and sympathetically to any financial difficulties.

### **My final decision**

For the reasons given above, it's my final decision that MotoNovo Finance Limited's offer of £100 was fair to put things right. I leave Mr N to decide whether or not to accept this, if he hasn't already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 16 December 2025.

Elspeth Wood  
**Ombudsman**