

The complaint

Mr M complains that the car he acquired through MotoNovo Finance Limited (“MFL”) wasn’t of satisfactory quality. He wants MFL to fairly and reasonably settle his complaint by either accepting rejection of the car, or by providing him with a fully working replacement car.

What happened

Mr M entered into a hire purchase agreement in February 2024 to acquire a used car. The cash price of the car was £9,047, and after taking account of the advanced payment, the total repayable was £11,972.20, and was to be repaid through the credit agreement which was set up over a 60-month term with monthly payments of £195.37. At the time of acquisition, the car had already been driven more than 20,000 miles and was nearly four years old.

Mr M told us:

- Soon after acquiring the car he experienced a number of faults with it, and he contacted MFL;
- he’s reported issues with the clutch numerous times, but the supplying dealership never checked the clutch after he highlighted issues with it;
- he’s experienced grinding noises and rattling and shaking in the engine, and a problem with the air-conditioning;
- he took the car to another local garage, and it repaired the air-conditioning unit, and it replaced one of the engine mounts;
- an inspection indicated that the clutch was fine, but identified some things that needed looking at, and because of this, MFL upheld his complaint, and paid for repairs to be completed. It also gave Mr M some compensation;
- he collected the car from the garage, but noticed “*excessive vibration*” and the car underwent further work;
- he raised a further complaint with MFL, and an independent engineer was instructed to undertake a further assessment. On the basis of this second assessment, MFL did not uphold his complaint;
- the car is not of satisfactory quality, and he wants to hand it back, and give MFL the opportunity to provide him with a replacement car.

MFL rejected this complaint. It said it hadn’t seen any evidence that the problems with the clutch were present or developing at the point of supply, and it noted that Mr M had driven the car more than 15,000 miles since he acquired it. MFL explained that an independent inspection had concluded that the car was durable; the issue was normal wear and tear only; and that the supplying dealership could not be held liable for them.

Our investigator looked at this complaint and said she didn’t think a complaint about the quality of the supplied car should be upheld. She said there was no dispute that there was something wrong with the car – the independent report said the clutch was nearing the end of its in-service life and would need replacing – but there was nothing to show that this was an inherent fault that was present or developing when MFL supplied the car.

Mr M disagrees so the complaint comes to me to decide. He said he'd provide more information by the end of June 2025 – but despite providing additional time, the Service has received no further information from Mr M.

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 agree with our investigator – and I'll explain why.

I hope that Mr M won't take it as a discourtesy that I've condensed his complaint in the way that I have. Ours is an *informal* dispute resolution service, and I've concentrated on what I consider to be the crux of this complaint. Our rules allow me to do that. Mr M should note, however, that although I may not address each individual point that he's raised, I have given careful consideration to all of his submissions before arriving at my decision.

When looking at this complaint I need to have regard to the relevant laws and regulations, but I am not bound by them when I consider what is fair and reasonable.

As the hire purchase agreement entered into by Mr M is a regulated consumer credit agreement this Service is able to consider complaints relating to it. MFL is also the supplier of the goods under this type of agreement, and it is responsible for a complaint about their quality.

Under the Consumer Rights Act 2015 ("CRA") there is an implied term that when goods are supplied "the quality of the goods is satisfactory". The relevant law says that the quality of the goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, price and all other relevant circumstances.

The relevant law also says that the quality of the goods includes their general state and condition, and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of the quality of the goods. So, what I need to consider in this case is whether the car *supplied* to Mr M was of satisfactory quality or not.

The CRA also says that, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless MFL can show otherwise. But, if the fault is identified after the first six months, then it's for Mr M to show the fault was present when he first acquired the car. So, if I thought the car was faulty when Mr M took possession of it, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask MFL to put this right.

I don't think there's any dispute that Mr M has experienced problems with the car. That has been well evidenced by both his testimony and the information he's sent us. But, whilst I accept Mr M is experiencing issues with the clutch, MFL would only be responsible for putting things right if I'm satisfied that any problem was present or developing when the car was supplied – that is to say, the car wasn't of satisfactory quality when Mr M first acquired it.

I've noted that there were issues from the outset with things like the air-conditioning and a rattle from the engine, but I understand that these were all addressed at no cost to Mr M. In fact, MFL paid for the repairs, and it gave Mr M £300 compensation in recognition of the

problems he'd experienced. So I'm satisfied MFL did what I'd expect of it in the circumstances of the first complaint raised by Mr M.

Next, I've turned my attention to the ongoing complaint raised by Mr M – issues with the clutch that manifest themselves through the further noises and vibrations he reports. In considering this, I've looked very carefully at the independent assessment and the report written by the engineer. I've done this in order to reach a conclusion on whether the issue with the clutch was something that was present or developing at the point of supply, or it's a consequence of previous failed repairs, or it demonstrates that the car supplied simply wasn't durable.

The third party instructed to carry out the independent inspection of Mr M's car is an independent automotive expert and is qualified to make these kinds of assessments.

From reading this report, it's clear an accurate background that clearly set out the issues was provided.

In their report, the engineer said the reported condition it had been asked to assess was:

"Noise from the engine, grinding noise when putting in reverse, garage made a temporary fixed by moving pipe, please also look at the clutch" ... "The customer reported three faults which are as follows 1) noise from the engine, 2) grinding noise when putting in reverse, garage made a temporary fix by moving pipe and 3) clutch."

So, I'm satisfied they were given clear instructions about what they needed to investigate.

The engineer went on to note that *"In respect of the noise from the engine this had been repaired. This was traced to a failed right hand engine mounting, which had collapsed, allowing the engine block to make contact with the vehicles body. Therefore, significant noise and vibration had been reported through the body shell of the vehicle whilst in motion" ... "It is unknown at this stage when this engine mounting failed; however, this has been replaced under warranty and the engine is not providing any vibration through the body now"*.

The engineer commented that *"the vehicle did have a very high clutch bite, which would be consistent with the clutch reaching the end of its normal operational life...We note that the clutch was not slipping or dragging during use"* and they confirmed that there was no slippage during the road test that was undertaken. The engineer went on to note that the gearbox crunched when reverse was selected, but that this would be consistent with a worn clutch.

So I'm satisfied that the issue complained of by Mr M is indeed present. But the simple existence of the fault in itself isn't enough to hold MFL responsible for repairing the car or accepting its rejection. The legislation says that this will only be the case if the fault was present or developing at the point of supply; the car supplied was not of satisfactory quality.

The independent report went on to address this, and the independent engineer made the following points:

- *"there is an underlying issue with the clutch which we consider to be from general wear and deterioration which should be expected for the vehicles age and mileage".*
- *"we have not established any issues that we consider to be the sellers responsibility".*
- *"we do not consider the seller holds any responsibility".*
- *"we are not aware of any previous unsuccessful previous repairs".*

- “we do consider the issue to be from wear and deterioration”.
- “the vehicle is in a condition commensurate to its age and mileage”.
- “we do not consider the selling agents hold responsibility in this matter”.
- “we do consider that the vehicle has been durable during ownership”.

“We would further conclude that clutch wear should not be unexpected on a used motor vehicle in consideration of the age and time in ownership”.

So the engineer has not concluded that the fault was present or developing at the point of supply or is the result of failed repairs. And in their opinion, the car has been durable.

I’ve considered very carefully the subject of *durability*. But, having done so, I can’t uphold this complaint. I say this because it may be that the clutch now needs replacing, but this is more than six months after the car was supplied, so it’s for Mr M to *prove* that this fault existed (or was developing) when he first acquired the car. And the independent report doesn’t support this position.

Furthermore, if the car had done limited mileage since Mr M took possession of it, I might’ve thought it possible that the issue with the clutch was there when the car was supplied. But he’d completed 15,000 in less than 18 months – a slightly greater level of mileage than the average driver. And this greater usage also means that it’s *more likely* that the car’s components would have been subject to a greater degree of testing, stress and general wear and tear.

The clutch is a high wear and tear item. And the actual lifespan of it is dependent upon a number of different factors i.e. a car that’s used for short journeys in heavy traffic will suffer more clutch wear than a car that’s used for long motorway journeys. And the wear on the clutch is also affected by driving style. As such, I don’t think that a clutch failing when it did is, in itself, enough to say that the clutch wasn’t sufficiently durable.

So, on the basis that the fault was *not* present or developing at the point of supply, and it’s not the result of failed repairs, and there’s no evidence that the car was not sufficiently durable, I can’t say that the car was of unsatisfactory quality when it was supplied.

I’ve considered Mr M’s comments and concerns, but I don’t think this makes a difference. I say this because the engineer who conducted the independent inspection makes no cautionary statements in their report about the conclusions reached, or that a different conclusion may have been reached with additional information.

The instruction of an independent inspection is what’s required and expected of MFL in these circumstances. And in the absence of any other persuasive evidence to the contrary, I’m not persuaded that Mr M’s car was not of satisfactory quality when supplied. So, I can’t hold MFL responsible for the problems Mr M has experienced with it.

I know Mr M will be disappointed with this decision, but I hope he understands why I’ve reached the conclusions that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr M to accept or reject my decision before 25 September 2025.

Andrew Macnamara
Ombudsman