DRN-5485809

## The complaint

Miss B complains that the car she acquired through MotoNovo Finance Limited ("MFL"), wasn't of satisfactory quality. She wants MFL to compensate her for the inconvenience she's experienced.

## What happened

Miss B entered into a hire purchase agreement in June 2023 to acquire a used car. The cash price of the car was £10,000, and after taking account of the advanced payment of £2,500, the credit provided totalled £7,500. The total repayable was £12,149.60 and was to be repaid through the credit agreement which was set up over a 60-month term with monthly payments of £160.81. At the time of acquisition, the car had already been driven more than 77,000 miles and was nearly eight years old.

Miss B told us:

- When she viewed the car at the time of acquisition, she noticed that one of the rear doors wouldn't open, and she mentioned this to the supplying dealership;
- it reassured her that the door would be fixed before she collected it the following week;
- when she collected the car, she checked it over once again, saw that the door problem had been fixed and then agreed to complete the transaction;
- a few days later, she noticed that the door handle worked sporadically, but simply assumed that given time, it would work properly;
- she continued to experience problems with the door handle and recently had some more repairs completed. Her own garage commented that it didn't think proper repairs had been completed back in June 2023;
- the problem with the rear door has caused her worry and anxiety as she has two young children; and she says she's lost *"days and money from not being able to get to work";*
- she wants MFL to compensate her for supplying a car that is not fit for purpose.

MFL rejected this complaint. It said the car had failed the MOT that had been carried out just before Miss B collected it. The records showed that there was an issue with the offside rear passenger door, in that it could not be opened from the outside. MFL said the door had been repaired by the supplying dealership at no cost to Miss B, and it passed a subsequent MOT just four days later before she returned to collect the car. MFL noted that the car had also passed the MOT a year later – 27 July 2024 – with no reference to any issues with the door.

MFL told Miss B that because more than six months had elapsed since she'd acquired the car, she'd need to provide independent evidence that the fault she complains about was present or developing at the point the car was supplied. And it said that if an independent inspection supported her position, it would reimburse her the cost of the report.

Unhappy with MFL's response, Miss B brought her complaint to this Service. She says she believes the repairs were *"bodged"* to enable the car to pass the MOT. And if the repair had been completed properly at the time, she wouldn't be experiencing issues with the door today.

Our Investigator looked at this complaint and said she didn't think it should be upheld. She acknowledged that there had been a fault with the car door and that it had been noted in the MOT that had been carried out on 29 June 2023. But she also noted that Miss B said the supplying dealership had undertaken repairs, and that the car had subsequently passed two further MOTs.

Our Investigator told Miss B that in the absence of any diagnostics or an independent report that confirmed the current issue with the door was present or developing at the point the car was supplied; or that the current issue was the result of a failed repair by the supplying dealership, she simply did not have enough information to persuade her that the car supplied by MFL was not of satisfactory quality.

Miss B disagrees so the complaint comes 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 agree with our investigator – I don't think this complaint should be upheld, and I'll explain why.

I hope that Miss B won't take it as a discourtesy that I've condensed her 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. Miss B should note, however, that although I may not address each individual point that she's raised, I have given careful consideration to all of her 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 Miss B 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 Miss B 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 Miss B to show the fault was present when she first acquired the car. So, if I thought the car was faulty when Miss B 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 Miss B has experienced a problem with the rear car door. That has been well evidenced by her testimony. And it seems that MFL accept the existence of the fault highlighted by Miss B when she first took out the finance to acquire the car.

But I'm of the view that, based on what I've seen, the supplying dealership accepted liability at the outset – it covered the costs of the repairs – and the supplying dealership undertook those repairs. And I've seen nothing to suggest to me that the remedial work wasn't completely successfully. In fact, Miss B tells us that she checked the car over when she returned to collect it and *"saw the problem was fixed"*; and the MOT dated 3 July 2023 – just four days after the issue with the door was first recorded in the previous MOT – lists no issues or advisories; the car passed its MOT. Moreover, the MOT undertaken a year later – 27 July 2024 – is also a *pass* – with no reference made to any issue with the car door.

Now, it may well be the case that Miss B does not have full confidence in the repair, or she fears that other faults may manifest themselves in the future. In this situation, as she's had the car for more than six months, it would be for Miss B to instruct a recognised independent engineer to inspect the car.

In the event an independent engineer concluded that the door repairs had not been successful - they'd not addressed the original faults, or alternatively, the engineer identified further faults that were likely *present or developing at the point of supply*, then Miss B could bring a new complaint directly to MFL.

Taking account of everything in the circumstances of this case, I do not uphold this complaint.

I know Miss B will be disappointed with the outcome of his complaint, but I hope she at least 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 Miss B to accept or reject my decision before 4 August 2025.

Andrew Macnamara
**Ombudsman**