

The complaint

Mr V complains about the quality of a car he acquired under a hire purchase agreement with MotoNovo Finance Limited (MotoNovo).

When I refer to what Mr V and/or MotoNovo said or did, it should also be taken to include things said or done on their behalf.

What happened

In June 2022, Mr V entered into a hire purchase agreement with MotoNovo to acquire a car first registered in July 2017. At the time of acquisition, the car had travelled around 22,200 miles. The cash price of the car was around £16,950. The total amount payable was approximately £20,250. There were 48 monthly payments of around £281, followed by one monthly payment of about £5,270 which included an admin fee, which was payable whether Mr V would opt to return the car or buy it, and the option to purchase fee, which was payable only if Mr V wished to buy the car.

Mr V said that shortly after the car's supply he noticed some issues with the car, so he texted the supplying dealership right away. However, Mr V said, he was completely ignored and never received a response.

On 20 June 2022, in one of the messages Mr V tells the agent from the supplying dealership that the parking sensor is on and he does not know why, and asks the dealer to post the spare key to him. Later on the same day, he sends another message saying that there is no service book in the glove box, so he asks the dealer to send that to him with the key. The following day he sends one more message when he states that the aircon/fans are barely blowing anything out. He said it works for about ten seconds and then stops blowing altogether. He also states that the Satnav volume does not go below five, so it blares out loud instructions. And again, in this message he reminds the dealer about the sensor. Mr V states that the dealer read all these messages but did not respond to him.

Later on, around August 2024, Mr V said that his fob started to be problematic as the car was not reading it correctly, so he had to get it reprogrammed. Shortly before contacting MotoNovo, Mr V decided to contact the dealer again who informed him that supplying dealership was liquidated over a year and a half ago, and that Mr V should contact MotoNovo. Mr V said the display warning light has been on since supply because of a fault with the parking sensors, and while the camera works, the sound does not. He also continued to say that the heating system only works if the main windscreen button is pressed, coming on only at full blast while for any other setting, the air system powers down within seconds. As such, in September 2024 Mr V raised a complaint with MotoNovo.

In October 2024 MotoNovo wrote to Mr V and said that he raised a complaint with them in September 2024 when the car had travelled 40,385 miles (about 18,185 miles since supply). In this correspondence, MotoNovo said the problems Mr V is experiencing were reported six months or more after purchase, so he would need to prove that the car was not of satisfactory quality, unfit for purpose, not as described when he acquired it. As such, they said he would need to provide an independent engineer's report, showing the faults with the

car and that these faults were present or developing at the time he acquired it. They also said that, if such a report confirms the car was not of satisfactory quality, unfit for purpose, not as described, or if the car has not been durable; they would be happy to reimburse him up to £250 for the costs incurred for the report. As such, they concluded that they are not able to uphold his complaint as there is no evidence that the reported fault was present or developing at point of sale.

Mr V remained unhappy, so he referred his complaint to the Financial Ombudsman Service (Financial Ombudsman).

Our investigator considered Mr V's complaint, and in summary, the investigator said that without a report there was not enough evidence to ask MotoNovo to do anything more to resolve Mr V's complaint.

Mr V disagreed with the investigator. So, the complaint has been 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.

Where evidence is unclear or in dispute, I reach my findings on the balance of probabilities – which is to say, what I consider most likely to have happened based on the evidence available and the surrounding circumstances.

In considering what is fair and reasonable, I need to take into account the relevant rules, guidance, good industry practice, the law and, where appropriate, what would be considered good industry practice at the relevant time. Mr V acquired the car under a hire purchase agreement, which is a regulated consumer credit agreement. Our service can look at these sorts of agreements. MotoNovo is the supplier of goods under this type of agreement and is responsible for dealing with complaints about their quality.

I have summarised this complaint very briefly, in less detail than has been provided, and largely in my own words. No discourtesy is intended by this. If there is something I have not mentioned, I have not ignored it. I have not commented on every individual detail. But I have focussed on those that are central to me reaching, what I think is, the right outcome. This reflects the informal nature of the Financial Ombudsman as a free alternative to the courts.

I am only considering the aspects MotoNovo are responsible for, so I cannot look at certain actions and/or inactions of the dealership/broker which Mr V might be unhappy about. So, in this decision I only focused on the aspects I can look into. And, I am only looking at the events that have been raised by Mr V with MotoNovo, the ones they had an opportunity to address in their correspondence sent to him in October 2024.

The Consumer Rights Act 2015 (CRA) covers agreements such as the one Mr V entered into. Under this agreement, there is an implied term that the goods supplied will be of satisfactory quality. The CRA says that goods will be considered of satisfactory quality where they meet the standard that a reasonable person would consider satisfactory – taking into account the description of the goods, the price paid, and other relevant circumstances. I think in this case, those relevant circumstances include, but are not limited to, the age and mileage of the car and the cash price. The CRA says the quality of the goods includes their general state and condition, as well as other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability.

In Mr V's case the car was used, with a cash price of around £16,950. It had covered around 22,200 miles and was about five years old when he acquired it. So, based on age and mileage of the car it is reasonable to expect there to be some wear to it because of this use. I would have different expectations of it compared to a brand-new car. As with any car, there is an expectation there will be ongoing maintenance and upkeep costs. There are parts that will naturally wear over time, and it is reasonable to expect these to be replaced. With second-hand cars, it is more likely parts will need to be replaced sooner or be worn faster than with a brand-new car. And MotoNovo would not be responsible for anything that was due to normal wear and tear whilst in Mr V's possession.

First, I considered if there were faults with the car.

I understand that shortly after supply Mr V tells the agent from the supplying dealership, that the parking sensor warning light is on and that the aircon/fans are barely blowing anything out. He said the fans work for about ten seconds and then stop blowing altogether. He also states that the Satnav volume does not go below the volume level of five, so it blares out loud instructions. So it seems that Mr V did raise some of the issues early on with the supplying dealership. However, when he was not getting any responses from the dealership, I considered that he should have raised these issues with MotoNovo, especially as they are the supplier of his car under the CRA. And it would have been reasonable for him to have mitigated his circumstances by contacting MotoNovo much earlier than he did.

Recently, Mr V said that the heating system only works constantly if the main windscreen button is pressed, so it then comes at full blast and for any other setting the air system powers down within seconds. And, in August 2024, Mr V said that his fob started to experience problems, so he had to get it reprogramed.

Even if I was able to conclude that the car was faulty, based on everything that is available, at this moment in time, I cannot say that I have seen enough to be able to say that those faults, most likely, would render the car of unsatisfactory quality. First, I considered that I have not seen enough evidence to even say that, on balance, the issues Mr V experienced at the beginning are exactly the same ones or linked to the ones he is experiencing now. Secondly, regardless of whether these faults can be considered the same or different, and whether they can be considered actual car faults - I still have not seen enough to be able to say that those issues would, most likely, render the car of unsatisfactory quality based on the mileage, age, and price of the car. I say this because the current evidence available does not give a great amount of detail and there is not enough information as to the cause of the issues. There is no independent report nor any mechanical report for that matter, or any invoices/job sheets/cards, even from a third-party garage.

Overall, considering the specific circumstances of this case, including the passage of time since supply, I do not think it was unreasonable for MotoNovo to ask Mr V to provide further evidence in a form of an independent report.

I know Mr V was also unhappy that the car did not have the service book in the glove box, and that he never received a second key fob. But I have not seen enough evidence to conclude that these were promised to him or that these items were to be included with the car when he acquired it. So, I do not have enough information here to say, on balance, that the car was not as described.

While I sympathise with Mr V for all the difficulties that he is experiencing, based on all the information available in this case, I do not think there is sufficient evidence to say that, most likely, MotoNovo should be required to take any further action regarding this case at this moment in time.

My final decision

For the reasons given above I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 11 September 2025.

Mike Kozbial
Ombudsman