

## **The complaint**

Mr H is unhappy that a car supplied to him under a hire purchase agreement with MotoNovo Finance Limited (MotoNovo) was of an unsatisfactory quality.

## **What happened**

In May 2024 Mr H was supplied with a used car through a hire purchase agreement with MotoNovo. He paid an advance payment of £1,000 and the agreement was for £21,501 over 48 months; with 47 monthly payments of £427.10 and a final payment of £428.10. At the time of supply, the car was around nine years old and had done 59,000 miles.

Mr H said he first complained to the dealer about issues with the media system and the cigarette lighter around June 2024. In October 2024 he complained to MotoNovo. He said the throttle had a lag, the car was using too much oil, there was an intake air leak, and the coolant needed topped up, indicating to him that the water pump may be faulty.

He said there was a delay in reaction when he pressed the accelerator. He said he thought this could mean the engine would soon fail. He said he had complained to the supplying dealer but they hadn't done anything.

MotoNovo didn't uphold Mr H's complaint. This was based on the independent inspection they arranged. This reported that the faults would not have been present or developing at the time of sale and regarded these as a maintenance issue.

Mr H was unhappy with this response, so he referred his complaint to our service for investigation.

Our investigator didn't uphold Mr H's complaint. He said the problems appeared to be due to a reasonable level of wear and tear, so he thought the car was of satisfactory quality when supplied.

Mr H didn't agree with the investigator. He said the car should be repaired because the faults appeared within the first six months, or he should be allowed to reject the car. He also referred to a telephone conversation where he said the supplying dealer admitted it had not replaced the water pump properly.

Our investigator listened to that call, but it didn't change his view. He said the dealer had said the water pump had been serviced but not that it had been replaced. Mr H disagreed and said that the dealer should be held accountable.

Because Mr H didn't agree, this matter has been passed to me to make a final decision.

## **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've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mr H was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we are able to investigate complaints about it.

The Consumer Rights Act 2015 (CRA) covers agreements such as the one Mr H 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.

Here, I'll consider that Mr H's car was around nine and a half years old and had covered 59,000 miles. So I don't think a reasonable person would expect it to be in the same condition as a newer, less road worn one. And I'm satisfied they would expect the car to have parts affected by wear and tear

There's no dispute here that the car was faulty. That is clear from Mr H's testimony, the breakdown report he supplied, and the independent report. The key issue is whether or not the faults were present at the time of sale.

Mr H is correct to say that the law says that, in most circumstances, MotoNovo would be responsible for faults that were present or developing in the first six months. But that's not the case where the business (in this case MotoNovo) can show that the problems were due to another reason, such as expected wear and tear.

I've seen a copy of the independent engineer's report, dated 11 November 2024, arranged by MotoNovo. At this point the car had covered more than 67,000 miles. In this report, the engineer said that the both the oil and coolant levels were empty. He said that he had to fill both before he could start the car. He said that he could not find the fault Mr H reported with the throttle, or the engine. He concluded that the faults he did identify would not have been present or developing at the time of sale.

He said that the faults were due to a "*maintenance issue*". This was because Mr H had done approximately 8,000 miles in the six months he'd had the car.

The engineer also confirmed their duty was to the courts, not to the person who instructed or paid for the report. So, I'm satisfied this report is reasonable to rely upon.

So because the faults were due to a maintenance issue, I'm satisfied that the car was of a satisfactory quality when MotoNovo supplied it to Mr H.

I want to reassure Mr H that I've carefully considered his further comments. I've reviewed the transcript of the call he had with a salesperson at the supplying dealer. I can see that he discussed the replacement of the water pump and whether everything had been serviced. I'm not persuaded that the salesperson did in fact confirm that the water pump was replaced at the point of supply. I say that because it appears to me that it's more likely that he was

agreeing that it had been serviced along with everything else, and that it should last up to 60,000 miles.

But I don't think the substance of this call is relevant. That's because I'm more persuaded by the report from the independent engineer that the faults he found with the car were not developing or present at the time of sale.

Mr H has criticised the supplying dealer, and supplied information from online reviews which he says support his opinion. But I must consider the individual facts of this case. As I've explained above, MotoNovo arranged for an independent inspection, and that showed the car wasn't faulty when supplied.

I know this will be disappointing for Mr H, but that means I won't be asking MotoNovo to do anything to resolve his complaint.

Mr H also said that the dealer had supplied him with a warranty when he acquired the car. But there is no mention of the warranty on the hire purchase agreement with MotoNovo. And there's no evidence one was supplied as part of the agreement. So I can't say that MotoNovo is responsible for the provision of a warranty.

### **My final decision**

For the reasons explained, I don't uphold Mr H's complaint about MotoNovo Finance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 9 June 2025.

Gordon Ramsay  
**Ombudsman**