

The complaint

Mr F complains about a £180 charge to return his motorcycle to MotoNovo Finance Limited (MotoNovo). He would like this fee waived.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I will focus on giving the reasons for my 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 have reached the following conclusions: -

- I appreciate Mr F's frustration at incurring a charge he says he was unaware of when he took out his agreement. I have seen the agreement Mr F signed. This states, under section 12, that he would incur any charges incurred in recovering the motorcycle. I appreciate Mr F can't evidence a conversation at the time but the information was clearly available to him in the agreement he signed
- I have also seen a letter from MotoNovo dated 7 October 2024 concerning the return of the motorcycle. That letter included a table with a list of charges. The first item on that list is the fee for collection (£180). There is also a note at the bottom of the table to say there was an option for Mr F to return the vehicle himself.
- Mr F has told us he was given incorrect information on where to return the motorcycle to. Mr F didn't raise this in his original complaint to us, so this point hasn't specifically been investigated. However, I haven't seen any evidence that Mr F agreed he would return the motorcycle himself, or for example, that the information he was given to do so led to him not being able to. So, with no evidence Mr F planned to return the motorcycle himself he was liable for the return charge.
- I don't agree with Mr F's point that, as the dealership is now in receivership his complaint couldn't have been investigated properly. From what I have seen MotoNovo has all the documentation we would expect it to have. And in the same way Mr F can't reasonably evidence what he was or wasn't told when he took out the agreement, it's unlikely that the dealership could do so either. So, any information direct from the dealership would have been of limited value
- I appreciate some of the documentation MotoNovo provided was confusing, referring to an admin fee then a collection fee. But I think the agreement Mr F signed made it clear that there would be a charge to collect the motorcycle, as did the letter sent confirming the end of his agreement. So, I am still of the view Mr F had the relevant information. As such I can't reasonably ask MotoNovo to waive this charge.
- Finally, I have seen the I have seen a default notice MotoNovo sent Mr F. I

appreciate Mr F's concern about the possible impact of a default notice on his credit file. However, it's important that credit files accurately reflect account history so I can't reasonably ask MotoNovo to remove this.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 13 August 2025.

Bridget Makins
Ombudsman