

The complaint

Mr S complains about the quality of the car supplied to him by MotoNovo Finance Limited ("Motonovo").

What happened

Mr S has been represented by a third party to bring this complaint to our service, but for simplicity, I will always refer to Mr S, whether it's been himself or the third party who have told us something or provided evidence.

Mr S entered into a hire purchase agreement with Motonovo for a used electric car in June 2023. It was around 3 years old and had covered around 15,500 miles when supplied.

Shortly after this, within the first month, Mr S broke down and has provided a recovery service report showing several fault codes. Within this report it also said that the car was out of charge, and Mr S had said he'd tried to charge it at home, but it wouldn't take a charge.

The car was recovered to the supplying dealership who confirmed that the charging cable had bent pins, and they swapped it for a new charger, which wasn't the same brand/make as the original charger or the car.

A month later Mr S has told us that he had a warning light appear on the dashboard, but the warning light disappeared before the recovery company arrived, and it was considered safe to continue driving.

And a further month later, Mr S told us he was advised of a recall required for a software update, which was carried out. And a further month on from this, he told us that the screen and dashboard went blank, but when it was checked a main dealer, no fault could be found.

In December 2023 Mr S has told us the steering wheel was shaking which was dealt with through his extended warranty. Then in April 2024, the car was taken back to a main dealer after concerns around warning lights on the dashboard, and a diagnostic report was done which confirmed that a speed sensor needed replacement.

Meanwhile, Mr S had complained to Motonovo in February 2024. They issued a final response letter (FRL) in April 2024 not upholding the complaint. They explained that insufficient evidence had been provided after they had attempted to contact Mr S several times.

Mr S asked Motonovo to re-open the complaint, which they did, and shortly after this, he brought his complaint to our service.

An investigator here investigated the complaint and did not uphold it. They noted that Mr S had also said the car fails to hold a charge consistently, and was costing him a lot to charge, but said they'd asked for evidence of this and hadn't had any. They noted there was a dispute over the charger supplied but that there was no evidence of it being faulty and noted the dealership also gave Mr S £50 in lieu of the original charger being broken.

They said the outstanding issues were some warning lights on the dashboard, but without further evidence detailing any actual faults, they wouldn't consider warning lights on the dashboard as meaning something was actually faulty. They confirmed there was evidence of the fault with the speed sensor, but this would be considered a maintenance or wear and tear issue on a car of this age and mileage, and there was no evidence this fault was present or developing when the car was supplied.

Mr S made several points and asked for an Ombudsman to make a final decision. He said a car of this age shouldn't have so many issues and his previous car which was much older didn't have these problems. He said the breakdown service report confirmed the recall required for the car, and asked if he should continue to use the charging cable despite to being a different brand to the car itself, equating this to different brands of phones needing different chargers.

He said that a speed sensor shouldn't fail this soon, and that he was reluctant to pay for a further report about the faults so couldn't see how he could prove the existence of the further faults. He also shared a screenshot of his car charging account as proof of costs of charging, he reiterated several of his points and said the car couldn't be of satisfactory quality.

He also raised concerns that we weren't considering how Motonovo had handled his complaint, and the investigator did confirm we can't look at complaint handling as it isn't part of our remit. The case has now come to me for a final decision.

Whilst I agreed with the outcome the investigator reached, I felt the complaint journey may have led to some confusion here, so I laid out my thoughts and some additional reasoning in a provisional decision to give both parties the opportunity for final comments before making this final decision.

Mr provisional decision was issued on 2 May 2025, and said the following:

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 did originally, and for broadly the same reasons, although I will expand a little here on some reasoning. 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 S was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

The Consumer Rights Act 2015 ('CRA') says, amongst other things, that the car should've been of a satisfactory quality when supplied. And if it wasn't, as the supplier of goods, Motonovo are responsible. What's satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle's history and its durability. Durability means that the components of the car must last a reasonable amount of time.

The CRA also implies that goods must conform to contract within the first six months. So,

where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless Motonovo can show otherwise. But, where a fault is identified after the first six months, the CRA implies that it's for Mr S to show it was present when the car was supplied.

So, if I thought the car was faulty when Mr S took possession of it, or that the car wasn't sufficiently durable, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask Motonovo to put this right.

Firstly, I think I should highlight something which wasn't mentioned by the investigator in their opinion. There has been much talk of the report provided by the recovery company in the first month, and Mr S has focused on how it had a list of fault codes, showing faults. But there has been no comment on the issue this report highlighted as the fundamental problem. The report says, "the car is out of charge" and goes on to discuss issues the customer was having with charging the car. If an electric car has no charge, it's no surprise that many of the warning lights will be on. Because none of these warning systems, which require power to work, will be able to work.

As such, I don't give any weight to these codes as showing any actual faults. I appreciate how they might concern Mr S, but the problems initially with the car are clearly related to him charging the car. And those problems can be explained by the three-pin plug charger which was provided originally having bent pins, and this was subsequently replaced.

Mr S has raised concerns that this charger was replaced by a different brand of charger, but I have no concerns with this. Electric car charging cables are often not the same brand, and Mr S has also been charging the car at public charging stations which would be with different cables. There have also been concerns raised about the charging and it almost causing a problem at his home with an electrical fire. Whilst this wasn't raised at the time of the complaint and has come since, I think it's important to discuss this whole charging issue more widely to deal with it in the whole.

Mr S appears to have used public charging points, or this three-pin plug to charge the car. He's provided no details of the costs of charging at his home, but said they are expensive. This would be about the tariff he has signed up to with his electricity provider, and nothing to do with the supplier of the car.

Electric cars and their charging are a very different experience to petrol cars, and I'd expect to see a consumer investigating their options for charging, as part of their decision to acquire an electric car. There is no evidence of any fault with regards to the car or its charger. There was an issue raised whilst the complaint was with our service saying that an issue with the charger meant it had overheated and melted. But this could be for any number of reasons, most of which relate to the electricity supply within his house, or the socket being used. We asked Mr S for a report from the fire service as evidence to what caused the charger to melt, but this hasn't been provided.

Chargers are broadly generic, and I think it's very unlikely that a different brand of charger has caused these issues. Without further evidence, and on the balance of probabilities, it feels most likely that there is an issue with his electricity plug socket or the supply to his house. Alongside this, these cars are not designed to be charged regularly and for long periods via a three-pin plug, and if being used regularly, it would be normal for a consumer to install a proper car charger at the house, to allow faster charging.

When using a three-pin plug, charging will be very slow, so it's no surprise that Mr S has talked about having to charge up every night, and the cost of this will depend entirely on the electricity tariff Mr S has signed up for. None of this shows any fault with charging, or

concerns about the charging of the car.

Alongside this, Mr S has provided a screenshot of a car charging account. This only details public charging undertaken with this one company, and again, it's down to Mr S to use the most efficient and cost-effective charging methods for himself; this isn't influenced in any way by the car or the supplier of the car.

Moving on to the general quality of the vehicle, I am satisfied that no evidence has been provided of any issues which would make a reasonable person think the car was not of satisfactory quality.

We are an evidence-based service, and if a consumer wants to reject a car based on it being unsatisfactory quality, I'd expect to be provided with evidence as per the stipulations in the Consumer Rights Act. As already mentioned, I give no weight to the original breakdown report Mr S received which mentioned fault codes about the battery charge or the voltage sensor. The report confirms the car had lost all charge when the recovery service saw it, which makes sense as Mr S was saying the charger wasn't working at his home. I'd expect any number of faults to register if the car has no power, as it can't check these systems to report on faults without power, so I am satisfied this isn't relevant when considering whether the car was of unsatisfactory quality.

Mr S has said there is an intermittent fault meaning the car doesn't hold a charge sometimes, but I've seen no proof of this. There is a dispute about the charger being replaced and the replacement being faulty, but I've seen no evidence to suggest this is the case. The investigator here wrongly said that we can't pass comment on this because the dealership provided a replacement charger, not Motonovo, but I disagree with this. As a broker for the finance company, Motonovo are responsible for the actions of their dealer in this complaint.

However, whilst I am satisfied that we can consider this issue, I am also satisfied that changing the charger brand is likely to have made no difference here, and doesn't make the car of unsatisfactory quality.

Mr S has detailed occasions where he's had problems with the car, but there is no evidence to back these up or to diagnose what's happened. Mr S has said that there were several warning lights on the dashboard when he raised the complaint, but again, a warning light does not mean there is a fault. These haven't been investigated or diagnosed, and without that evidence, I can't say the car is of unsatisfactory quality.

These lights may mostly or entirely be due to the only diagnosed fault, the fact a speed sensor needed replacing. They may also be down to the level of charge of the car, and the settings Mr S is using in the car. But fundamentally, a warning light isn't proof of a fault. I'd expect to see the issues examined by a mechanic, and a report produced to say what problems the car has, including potentially whether any issues were present or developing at the point the car was supplied. By the time the complaint was brought to our service, the car had passed an MOT in June 2024, with a mileage of a little over 28,000 miles, so Mr S had been able to cover approaching 13,000 miles in the year he had owned the car. This doesn't suggest the car had any significant issues.

Whether a car is of satisfactory quality is not about whether it has any faults. Even a brand-new car when supplied might have some small issues or need maintenance. A car over its lifetime will often have small issues and need bits of maintenance, and these are to be expected. Mr S has said the speed sensor should not have failed at the age and mileage of this car, which means the car is unsatisfactory quality.

I'm afraid I don't agree with this. A speed sensor may often not have needed replacing quite so soon, but this is a relatively minor piece of maintenance, and the car was by this time approaching four years old and had been in Mr S's possession for approaching a year. It had covered somewhere around 25,000 miles at the time it failed. I don't agree that this issue makes the car of unsatisfactory quality, I am satisfied that this is wear and tear maintenance when owning a used car.

With regards to the recall of the car, again, this isn't an indication that this car has a fault. Recalls are often precautionary, and in this case, it seems it was for a software update. New cars are extremely complicated, often largely run by computer, and it's completely normal for a car to need a software update to ensure it works at its best. This isn't a fault, or something that makes a car of unsatisfactory quality.

Finally, Mr S isn't happy that we can't look at Motonovo's complaint handling which he feels was poor. Unfortunately for Mr S, the investigator here was correct. This isn't an issue with the finance agreement, or the goods supplied under that agreement. Complaint handling as an activity does not form part of our remit that we can investigate and make findings about. So, I agree with the Investigator, this isn't something we have the power to do anything about, so it would be unfair of me to comment on it.

Unfortunately, Mr S is raising numerous concerns he has with his car, but there is little or no evidence to back up these concerns. He told us he didn't think it was fair that to prove any concerns, he'd potentially have to pay for a report to detail them. If he'd done this, and the report persuaded me the car was not of satisfactory quality, I would have been able to ask Motonovo to refund the cost of this report as part of my resolution. But without evidence of these issues, I can't say the car is of unsatisfactory quality.

The CRA says that in the first six months after supply, the burden of proof lies with the business to show the car was of satisfactory quality when supplied. I'm satisfied from the evidence provided that Motonovo have done this. After six months, the burden of proof switches to the consumer, so by the time Mr S brings this complaint, he needs to provide evidence of the problems at that time, to show that the car isn't of satisfactory quality. I haven't seen any evidence which persuades me this is the case, so I don't intend to uphold this complaint.

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.

Neither party came back with any comments or further evidence they wanted me to consider, so I see no reason to depart from the conclusions reached in my Provisional Decision. I won't be upholding this complaint.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 16 June 2025.

Paul Cronin
Ombudsman