

## **The complaint**

Mr W complains that a car that was supplied to him under a hire purchase agreement with MotoNovo Finance Limited wasn't of satisfactory quality.

## **What happened**

A used car was supplied to Mr W under a hire purchase agreement with MotoNovo Finance that he electronically signed in January 2024. The price of the car was £11,899, Mr W part-exchanged a car which was given a value of £2,800 and he agreed to make 59 monthly payments of £207.43 and a final payment of £208.43 to MotoNovo Finance.

Mr W complained to MotoNovo Finance about issues with the car in August 2024 and it arranged for the car to be inspected by an independent expert in September 2024. MotoNovo Finance then said that it was unable to uphold the complaint because the independent inspection found the car's condition to be commensurate with its age and mileage, and it said that the car was road legal, fit for purpose and of satisfactory quality.

Mr W wasn't satisfied with its response so he complained to this service. His complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. She said that she'd considered the inspection report and the job cards from April, May and July 2024 but didn't think that there was any evidence of a current fault with the car. She also said that she hadn't received any evidence to demonstrate a previous repair has failed or any evidence to show a mechanical fault with the car.

Mr W didn't accept the investigator's recommendation so I've been asked to issue a decision on his complaint. He says that he took the car to a garage in August 2024 because of issues including the wheels not being straight and the steering wheel pulling to the left, a knocking noise when turning on the left hand side, a noisy engine and first gear jumping out. He says that he then said that he wanted to reject the car and that he doesn't agree that he should be paying for all of the issues on the car and that they should be dealt with by MotoNovo Finance.

## **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.

MotoNovo Finance, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Mr W. Whether or not it was of satisfactory quality at that time will depend on a number of factors, including the age and mileage of the car and the price that was paid for it. The car that was supplied to Mr W was first registered in June 2019 so was about four and a half years old, the hire purchase agreement shows that it had been driven for 40,534 miles and the price of the car was £11,899. Satisfactory quality also covers durability which means that the components within the car must be durable and last a reasonable amount of time – but exactly how long that time is will depend on a number of factors.

The car had passed an MOT test, with no advisories in January 2024, before it was supplied to Mr W, and its mileage was recorded as 40,537 miles. Mr W has provided job cards for work on the car in April, May and July 2024. The April 2024 job card is for a loose windscreen shield and concerns about the steering wheel being to the left and the fuel economy reading. The windscreen shield was fixed, other work was done and the car was then road tested, there were no fault codes and the job card says "all ok".

The May 2024 job card shows that Mr W had raised concerns including a knocking noise, the fuel economy, the steering wheel not being straight and the brakes grinding. The first of two job cards in July 2024 shows that Mr W was still concerned about the fuel consumption but also raised concerns about the gears jumping out and the brakes. The job card says:

*"Test drove car and tested braking. Could not fault. Could not fault gearbox. Dash shows 38mpg which is correct for this engine when checked. Can not use mile to a tank as a valid measurement as it has too many variables involved. Tank was never cleaned it was the sump which has no effect on mpg. Car drives faultless".*

The second July 2024 job card says:

*"Road tested car can't fault braking or tracking  
Does not pull on any roads  
Checked suspension all ok  
Stripped and clean brakes and everything is free and greased  
Tyre pressures are correct  
Tracking within tolerances and done what I can do with our equipment  
Code read no fault codes present live data all good".*

Mr W complained to MotoNovo Finance about twelve issues with the car in August 2024 and it arranged for the car to be inspected by an independent expert in September 2024. The independent expert's inspection included squeaking brakes, first gear jumping out, oil service and warning lights, an engine knocking noise, fuel consumption, the passenger side door and engine power. The inspection report records the car's mileage as 49,210 miles, includes findings on all of those issues, and concludes:

*"After inspection and road testing of the above vehicle we can confirm as above that we were unable to fault the majority of issues/concerns raised by the owner, and that in our opinion this vehicle performed / drove in line with the type of vehicle, the engine size, the age, and recorded mileage. We had to make it clear that we were unable to fault the vehicle as suggested, and tried to explain the relevant systems etc, to aid understanding, but the owner did state that he would still pursue a return. With our opinion being that the vehicles overall general condition is acceptable for the vehicles age and mileage at the time of inspection, with any issues we did note such as misalignment of the steering wheel being minor and would not affect vehicle been fit for purpose or road legal at the point of sale or being in a satisfactory condition for its age and mileage".*

Mr W has provided another job card from May 2025 which says that he reported that the grinding noise was still happening and getting worse. The job card shows that the car's mileage was 56,519 miles and says:

*"Checked front brakes and found the discs to have a wear lip and the pads are approx 50% worn. Road tested the car and couldn't hear any noises coming from the brakes. The steering wheel is very slightly to the left but the car drives straight and no drifting to the left or right".*

It's clear from the job cards that there have been some faults with the car but the car was four and a half years old and had been driven for more than 40,000 miles before it was supplied to Mr W so I don't consider it to be unreasonable that there were some issues with the car. Some of those faults, such as the loose windscreen shield, have been repaired and both the job cards and the inspection report say that the steering wheel isn't straight but that it's a minor issue that doesn't cause the car to not have been of satisfactory quality when it was supplied to Mr W.

The car failed an MOT test in January 2025 because of an issue with a tyre but it passed the test with no advisories later that day and its mileage was recorded as 51,908 miles, so in the year since it was supplied to Mr W the car had been driven for more than 6,000 miles. The May 2025 job card shows that the car's mileage was 56,519 miles, so in less than five months the car had been driven for another 4,600 miles. I don't consider it to be likely that the car would have been for that mileage if it hadn't been of satisfactory quality when it was supplied to Mr W.

I've carefully considered all of the job cards that Mr W has provided, the inspection report and the other evidence that's been provided by Mr W and MotoNovo Finance, and I'm not persuaded that there's enough evidence to show that the car wasn't of satisfactory quality when it was supplied to Mr W. It's clear that Mr W feels strongly that his complaint should be upheld, so I appreciate that my decision will be disappointing. I find that it wouldn't be fair or reasonable in these circumstances for me to require MotoNovo Finance to allow Mr W to reject the car, to pay for any repairs to the car, to pay him any compensation or to take any other action in response to his complaint.

### **My final decision**

My decision is that I don't uphold Mr W's complaint.

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

Jarrold Hastings  
**Ombudsman**