

The complaint

Miss P complains about the quality of a car she has been financing through an agreement with MotoNovo Finance Limited (MotoNovo).

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Miss P took receipt of a used car in June 2023. She financed the deal through a hire purchase agreement with MotoNovo. At the point of supply the car had already completed about 90,100 miles and was about eight years old.

In February 2025 a fault with the HV battery was diagnosed and Miss P was told it would cost in the region of £7,000 to repair. Miss P complained to MotoNovo but they rejected her complaint as they said there was no evidence the fault was present when the car was supplied to Miss P.

When Miss P referred her complaint to this service our investigator thought it likely that the battery failed due to wear and tear and that it wouldn't be fair to hold MotoNovo responsible for any repair to it.

Miss P disagreed and asked for a decision by an ombudsman.

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.

I know it will disappoint Miss P, but I'm not upholding this complaint. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Miss P acquired her car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The Consumer Rights Act (2015) is the relevant legislation. It says that the car should have been of satisfactory quality when supplied. If it wasn't then MotoNovo, who are also the supplier of the car, are responsible. The relevant law also says the quality of goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant

circumstances. That legislation also explains that goods should be durable if they are to be considered to be of satisfactory quality.

In a case like this which involves a car the other relevant circumstances would include things like the age and mileage at the time the car was supplied to Miss P. The car here had already completed an appreciable mileage and was about eight years old.

An old car with a high mileage will not be expected to be as good as a newer car with a low mileage, but it should still be fit for use on the road, in a condition that reflects its age and price.

The relevant legislation explains that if the fault occurs beyond the first six months the onus is on the consumer to demonstrate the fault was present or developing when the car was supplied to them – the point at which MotoNovo are responsible for the car's quality.

Here, I don't think Miss P has been able to do that. I say that because:

- Research suggests the HV battery on the type of car Miss P financed should last between 100,000 and 150,000 miles and between 8 and 10 years. The battery on this car has, therefore, been durable as it has failed within expectation at 120,000 miles and a little under 10 years.
- The independent inspector Miss P commissioned didn't think the battery failed prematurely. He said *'The vehicle is approaching 10 years old and has done over 120,000 miles. The battery warranty expired back in July 2023. So, in my opinion, given the age and mileage, this would likely be seen as fair wear and tear rather than an early or premature failure'*.
- Miss P has been able to complete over 30,000 miles in the car since she took receipt of it, and I think that also suggests the battery has been performing as it should be and that it has degraded over time and as expected.

I do appreciate Miss P's disappointment that such an important component has failed. But given the car's age and mileage, I don't think this was unexpected. The evidence suggests the battery has worn in line with normal service life, rather than failing prematurely. As MotoNovo is only responsible for faults present or developing at the point of supply, I'm satisfied the battery's condition reflected natural ageing and wear. For that reason, I don't think the car was faulty when supplied and I'm not asking MotoNovo to take any action.

My final decision

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 30 September 2025.

Phillip McMahon
Ombudsman