

The complaint

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

What happened

A used van was supplied to Mr G under a hire purchase agreement with MotoNovo Finance that he electronically signed in February 2024. The price of the van was £8,757, Mr G paid a deposit of £1,500 and he agreed to make 35 monthly payments of £237.52 and a final payment of £238.52 to MotoNovo Finance.

Mr G says that he complained to MotoNovo Finance about the van in November 2024 but it hadn't responded to his complaint, so he complained to this service in February 2025. MotoNovo Finance arranged for the van to be inspected by an independent expert in April 2025 and then said that it was unable to uphold the quality aspects of Mr G's complaint because the inspection report confirmed that the faults wouldn't have been present or in development at the point of sale. It apologised for the time that it had taken to resolve his complaint and credited £250 to Mr G's bank account.

Mr G's complaint was then looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. He didn't think that the current faults would've been present or developing at the time that the van was supplied to Mr G. He thought that the £250 that MotoNovo Finance had paid to him for the time taken to resolve his complaint was fair, and he didn't think that it would be fair to ask it to do anything more.

Mr G didn't accept the investigator's recommendation so I've been asked to issue a decision on this complaint. Mr G says that the turbo was replaced in November 2024 but he was told that the van had been fitted with a new turbo before it was supplied to him so it's clear that the van was faulty at the point of supply and isn't what he was promised. He says that he never authorised the dealer to carry out the replacement of the turbo as it had the van for another issue and he wasn't supplied with a job card or receipt to show that the turbo was replaced. He also says that he believes that the excessive cranking and oil leak are linked to the turbo. He says that £250 doesn't compensate him for the money and time that he's lost and the stress he's been caused. He says that dealer acted fraudulently and is in a lawsuit with 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 van, was responsible for ensuring that it was of satisfactory quality when it was supplied to Mr G. 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 van and the price that was paid for it. The van that was supplied to Mr G was first registered in March 2015, so was nearly nine years old, and the price of the van was £8,757. The hire purchase

agreement says that the van had been driven for 119,000 miles when it was supplied to Mr G, but the van had passed an MOT test in January 2024, before it was supplied to him, when its mileage was recorded as 122,274 miles. Satisfactory quality also covers durability which means that the components within the van must be durable and last a reasonable amount of time, but exactly how long that time is will depend on a number of factors.

Mr G has provided a copy of the dealer's handover sheet for the van which includes a handwritten note that says: *"Smoke noted from exhaust further to new turbo being fitted [dealer] will investigate if this continues after four weeks"*. It's clear that Mr G understood that the van was being fitted with a new and unused turbo but the note could refer to a turbo that was new to the van but which had been used on another vehicle. The van was nearly nine years old, had been driven for more than 122,000 miles and cost £8,757, so I'm not persuaded that it's likely that the dealer would have fitted an unused turbo to the van.

There were clearly issues with the van and I understand that it was returned to the dealer for repairs in March 2024 because of an inlet manifold gasket fault, in April 2024 after a breakdown because of battery faults, in May 2024 because of a thermostat housing fault, in September 2024 because of a head gasket fault, in October 2024 because of a fault with the oil seal on the oil filler cap, and in November 2024 because of further faults, and the turbo was replaced.

Mr G says that he never authorised the dealer to carry out the replacement of the turbo and that he wasn't supplied with a job card or receipt to show that the turbo was replaced. He also says that dealer acted fraudulently and is in a lawsuit with MotoNovo Finance. The dealer has stopped trading and I'm not persuaded that there's enough evidence to show that it acted incorrectly when it replaced the van's turbo in November 2024. Mr G's complaint is about MotoNovo Finance, not the dealer, and I consider that it wouldn't be appropriate for me to comment on any legal action by MotoNovo Finance against the dealer in this decision.

Mr G complained to MotoNovo Finance about the van in November 2024 and it was returned to the dealer again in January 2025 because the air intake pipe was split. The dealer stopped trading and Mr G says that he didn't know where the van was. MotoNovo Finance located the van, paid for it to be recovered to Mr G's home address and arranged for it to be inspected by an independent expert.

The inspection took place in April 2024 and the inspection report records the van's mileage as 129,185 miles. The report says:

"In our opinion, we did observe issues with the vehicle in the form of an extended cranking time before the engine fired and an oil leak dripping from the oil filter housing. We would recommend further investigation to ascertain the root cause of the excessive cranking time and rectification of the oil leak. Faults of this nature would be due to wear and deterioration and would not be unexpected on a vehicle of this age and recorded mileage".

The inspection report identified the issues with the van as extended cranking time before the engine fired and an oil leak dripping from the oil filter housing. It said that the turbocharger appeared to be of recent origin, there was no evidence of any boost leaks to the turbocharger and the turbocharger hose appeared to be in a serviceable condition. Mr G says that he believes that the excessive cranking and oil leak are linked to the turbo, but the inspection report says that the faults with the van weren't present at purchase and didn't say that they were linked to the turbo.

The van passed an MOT test earlier this month when its mileage was recorded as 129,186 miles, and repairs that were required for windscreen damage and an inoperative registration

plate lamp were identified. The MOT test also included advisories about the exhaust that was heavily corroded and about some brake issues that should be monitored. It's clear that Mr G hasn't used the van between the inspection and the MOT test, but the inspection only found issues with excessive cranking and an oil leak and the van was considered to be roadworthy when it passed the MOT test. The van was then more than ten years old and had been driven for more than 129,000 miles, including 6,912 miles since it was supplied to Mr G. I don't consider that the current issues with the van are more than would reasonably be considered to be fair wear and tear on a van of that age and mileage. I'm not persuaded that those issues would have been present or developing when the car was supplied to Mr G.

Mr G has had significant issues with the van and I consider that some of those issues would, more likely than not, have caused the van to not have been of satisfactory quality when it was supplied to Mr G. The faults have been repaired and I consider that the repairs were a fair and reasonable remedy for those faults. The repairs mostly took place before Mr G had complained to MotoNovo Finance about the van and I don't consider that it responded to his complaint incorrectly.

It didn't uphold his complaint about the issues with the van but apologised to him, and paid him £250 compensation, for its delay in dealing with his complaint. I consider that to have been fair and reasonable. It's clear that Mr G feels strongly that he should be able to reject the van because of the issues with it, so I appreciate that my decision will be disappointing for him. I find that it wouldn't be fair or reasonable in these circumstances for me to require MotoNovo Finance to allow Mr G to reject the van, to pay for any repairs to it, to pay him any further compensation or to take any other action in response to his complaint.

My final decision

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

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

Jarrold Hastings
Ombudsman