

## **The complaint**

Miss N complains about a car supplied under a hire purchase agreement, provided by MotoNovo Finance Limited.

## **What happened**

Around August 2023 Miss N acquired a used car under a hire purchase agreement with MotoNovo. The car is listed with a cash price of £8,850, was around nine years old and had covered around 64,125 miles. Miss N paid a deposit of £350.

Unfortunately, Miss N says the car developed issues. She said the car had several mechanical issues within two weeks of acquiring it. And she said despite spending around £7,700 on repairs, it remained unreliable.

At the beginning of 2025 Miss N complained to MotoNovo. She said the car had no air conditioning, was smoking, had warning lights, a large oil leak, paintwork issues and said she couldn't open the bonnet.

MotoNovo issued its final response at the end of January 2025. This said, in summary, that Miss N needed to provide evidence any faults were present or developing at the point of supply. It said if Miss N provided it with a report, it would look into things further.

Miss N remained unhappy and referred the complaint to our service. She said she hadn't been able to drive the car for around four months. She said this had a significant impact on her due to her health and work. She said she'd only been able to cover around 6,000 miles in the car.

Miss N said she'd had to finance over £3,000 in July 2024 for repairs and £3,100 in February 2025. She said this meant she had to pay for essential outgoings on credit cards.

Miss N also said the warranty hadn't fully covered the car.

Miss N said she asked the dealer to accept the return of the car or do an exchange, but it had refused.

Our investigator issued a view and did not uphold the complaint. He said, in summary, that it appeared the car had an issue with the air conditioning when supplied. He said this was repaired and Miss N was reimbursed at the time. He said he'd seen no evidence of the more recent faults. But based on the very limited information he did have, he didn't think these would've been present when Miss N acquired the car.

Miss N disagreed. She said the car remained on her driveway and only used occasionally. And she said the car had been poorly maintained and just made roadworthy by the dealer to pass on. Miss N asked for more time to provide further information including getting an independent report.

Our investigator explained what Miss N said hadn't changed his opinion, but he said he

would allow Miss N more time.

Miss N then responded and asked for a further extension but said she wouldn't be getting a report. She said she had already shown the faults were covered over when she acquired the car.

Our investigator then issued a second view and explained he still didn't think the complaint should be upheld. He said, in summary, that the only fault he had evidence of was with the air conditioning from shortly after the car was supplied. He said this had been repaired. And he explained he couldn't comment on the warranty, as this hadn't been provided under the credit agreement.

Miss N then provided some more information. She sent an email chain with a garage from February 2025 mentioning an oil leak. She sent a screenshot which appears to show some sort of diagnostic. Miss N sent a quote from a finance provider to split a bill from a garage from February 2025. And she sent a screenshot of what appears to be warranty details.

Miss N said she'd provided enough evidence to show all the faults.

Our investigator explained he still didn't think Miss N had shown the car had faults that were present or developing at the point of supply.

Miss N responded and said she had now lost all faith in the car. She said she was now having to take public transport to work.

As Miss N remained unhappy, the complaint has been passed to me to decide.

### **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 do not think this complaint should be upheld. I'll explain why.

Miss N complains about a car supplied under a hire purchase agreement. Entering into regulated consumer credit contracts such as this as a lender is a regulated activity, so I'm satisfied I can consider Miss N's complaint against MotoNovo.

When considering what's fair and reasonable, I take into account relevant law, guidance and regulations. The Consumer Rights Act 2015 ('CRA') is relevant to this complaint. This says, in summary, that under a contract to supply goods, the supplier – MotoNovo here – needed to make sure the goods were of 'satisfactory quality'.

Satisfactory quality is what a reasonable person would expect, taking into account any relevant factors. I'm satisfied a court would consider relevant factors, amongst others, to include the car's age, price, mileage and description.

So, in this case I'll consider that the car was used and cost around £8,850, which is a significant discount on what it would've retailed at new. It was also nearly nine years old and had covered nearly 65,000 miles. This means I think a reasonable person would not have the same expectations as for a newer, less road worn car.

I think a reasonable person would expect the car to have already suffered from wear and tear. But I think they would expect it to be in reasonable condition and free from anything other than relatively minor faults. And I think they would expect trouble free motoring for a

short time.

What I need to consider in this case is whether I think Miss N's car was of satisfactory quality or not.

I've firstly thought about the initial issues Miss N complained about. I can see from an email chain with the dealer from August 2023 that the car had a fault with the air conditioning.

Given how soon after Miss N got the car this happened, I'm satisfied it had a fault when it was supplied. And I'm satisfied a reasonable person would not expect the car to have this fault. So, I find it was of unsatisfactory quality.

I can see a repair was arranged by Miss N and paid for by the dealer at the time, which Miss N appears to have agreed to. Repair was one of the remedies available to Miss N under the CRA. So, MotoNovo needs to take no action on this point.

In relation to the later issues Miss N complained about, I'm afraid there is little I can add to what our investigator already said about this.

In summary, I have little to no evidence of any faults. And I certainly have no evidence these faults were present or developing at the point of supply.

While Miss N has more recently provided some further evidence, I cannot make out the details from what I assume may be a diagnostic screenshot. An email chain from February 2025 seems to confirm an oil leak and a brake fluid change being due, as well as mentioning *some* costs. But this contains very little other information. And while it appears Miss N was at least looking at financing the splitting of a bill from around the same time, there is again very limited evidence about what this was for.

Thinking about all of this, I want to reassure Miss N that I've very carefully thought about all the information and evidence she provided. But I haven't seen enough to persuade me the recent issues she complains about mean the car wasn't of satisfactory quality when supplied.

I've considered what she said about the warranty. But looking at the invoice from the time and the agreement Mrs N took, I don't think MotoNovo are responsible for this. So, I won't comment further here.

I again want to reassure Miss N that I've carefully thought about everything she said. But I do not think this complaint should be upheld.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss N to accept or reject my decision before 10 October 2025.

John Bower  
**Ombudsman**