

The complaint

Miss V complains that a car that was supplied to her under a hire purchase agreement with MotoNovo Finance Limited wasn't of satisfactory quality.

What happened

A used car was supplied to Miss V under a hire purchase agreement with MotoNovo Finance that she electronically signed in December 2023. The price of the car was £17,847, Miss V part-exchanged a car that was given a value of £600 and she agreed to make 36 monthly payments of £388.57 and a final payment of £8,990.75 to MotoNovo Finance.

The car broke down in April 2025 and Miss V complained to MotoNovo Finance and to this service. MotoNovo Finance responded to her complaint in June 2025 and said that, as the issues that she was experiencing were first reported more than six months after the date of purchase, she would need to be able to prove that the car wasn't of satisfactory quality, was unfit for purpose, wasn't as described or hadn't been durable. It requested that she provide an independent engineer's report showing the faults and that they were present or developing at the time that she purchased the car.

Miss V arranged for the car to be inspected by a garage a few days later and it confirmed that the fault was a broken timing chain between the camshafts. It estimated the repair cost as £1,720.72. Miss V paid for the car to be repaired and also paid £558 for a new battery to be fitted and for other work on the car. Miss V'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. She thought that it was more likely than not that the faults were caused by a reasonable level of wear and tear that can be expected on a car of this age and mileage, and that the car was of satisfactory quality when it was supplied.

Miss V didn't agree with the investigator's recommendation and said that she'd like her complaint to be referred to an ombudsman for a decision. She's provided an updated timeline of events and says, in summary and amongst other things, that:

- she only had the car for around 16 months and drove just over 10,000 miles before the engine suffered a major failure so doesn't believe that it was reasonably durable;
- the garage is independent and identified the fault as a broken timing chain, and confirmed that it was a serious failure;
- she had to pay several sets of recovery costs because of MotoNovo Finance's delays; and
- the lack of timely support from MotoNovo Finance meant that she was left without a usable car for almost two months, despite urgently needing it for work which caused her significant stress and disruption to her daily life.

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 Miss V. 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 Miss V was first registered in October 2020, so was more than three years old, the hire purchase agreement says that it had been driven for 62,304 miles and the price of the car was £17,847. 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 broke down in April 2025, about 16 months after it had been supplied to Miss V and she's provided no evidence to show that there were any faults with the car before it broke down. The car had passed an MOT test in December 2023, before it was supplied to Miss V, and its mileage was recorded at that time as 62,304 miles. The car also passed an MOT test in November 2024, with the only advisory being about the car seats that were fitted, and its mileage was recorded at that time as 69,375 miles.

The breakdown report shows that the car's mileage when it broke down was 72,763 miles, so 10,459 miles more than when it was supplied to her. It says that the engine had cut out, the camshaft wasn't spinning and it suspected a faulty cam belt so the car was towed to a garage.

Miss V complained to MotoNovo Finance and it said that, as the issues that she was experiencing were first reported more than six months after the date of purchase, she would need to be able to prove that the car wasn't of satisfactory quality, was unfit for purpose, wasn't as described or hadn't been durable and it asked her to provide an independent engineer's report showing the faults and that they were present or developing at the time that she purchased the car.

Miss V provided it with a vehicle inspection report from a garage which confirmed that the fault was a broken timing chain between the camshafts, but it didn't say whether the fault would have been present or developing when the car was supplied to Miss V, and I don't consider that the garage would likely have been qualified to make any such finding. Miss V has paid for the car to be repaired, but I'm not persuaded that she's provided enough evidence to show that there was a fault with the timing chain that was present or developing when the car was supplied to her. If there had been a fault with the car's timing chain that was present or developing in December 2023 when the car was supplied to her, I consider it to be likely that the fault would have become evident before April 2025 and that the car couldn't have been driven for another 10,459 miles.

The car was about four and a half years old when it broke down and had been driven for 72,763 miles. I consider it to be more likely than not that the timing chain failed because of the age and mileage of the car, and not because it wasn't durable, 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 Miss V.

Miss V has also complained about MotoNovo Finance's handling of her complaint. Complaint handling isn't a regulated activity and the rules under which this service operates don't allow me to consider a complaint about complaint handling, so I'm unable to make any finding on Miss V's complaint about MotoNovo's handling of her complaint. I note that Miss V complained to MotoNovo Finance in April 2025, after the car broke down, and she says that it asked her to provide proof about the engine issue in May 2025 and issued its final response to her in June 2025, less than seven weeks after the car broke down. Although I

can't make any finding on that issue, I wouldn't consider that MotoNovo Finance response's to Miss V complaint was unreasonably delayed.

I've carefully considered all that Miss V has said and provided about her complaint, and I appreciate that my decision will be disappointing for her. I find that it wouldn't be fair or reasonable in these circumstances for me to require MotoNovo Finance to reimburse Miss V for any of the repair costs that she's incurred, to pay her any compensation or to take any other action in response to her complaint.

My final decision

My decision is that I don't uphold Miss V's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss V to accept or reject my decision before 17 December 2025.

Jarrold Hastings
Ombudsman