

The complaint

Mr C complains that a car he acquired through a hire purchase agreement financed by MotoNovo Finance Limited ('MotoNovo') is of unsatisfactory quality.

What happened

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimal formality.

Mr C acquired a car under a hire purchase agreement in January 2024; the car was around four years old with a cash price of £18,500 and had covered around 45,000 miles.

Soon after acquiring the car Mr C reported issues, amongst other things he said there was a squeaking noise, there were problems when breaking and changing gears. A diagnostic was undertaken but no fault was found.

In March 2025 Mr C complained to MotoNovo, the vehicle had experienced catastrophic engine failure and so he didn't think the car was of satisfactory quality when he acquired it.

Following the findings of an independent inspection MotoNovo issued its final response, in short it didn't uphold the complaint.

Our Investigator looked into things and also didn't uphold the complaint. Based on the findings of both independent inspections and given the length of time since inception along with the number of miles covered, he said the car was of satisfactory quality at the point of supply.

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've reached the same overall conclusions as our Investigator and for broadly the same reasons. I know this will come as a disappointment to Mr C, but I will explain my reasons below.

The hire purchase agreement entered by Mr C is a regulated consumer credit agreement and this Service is able to consider complaints relating to it. MotoNovo is also the supplier of the goods under this type of agreement and responsible for a complaint about its quality.

The Consumer Rights Act 2015 (CRA) covers agreements like the one Mr C entered. Because MotoNovo supplied the car under a hire purchase agreement, there's an implied term that it is of satisfactory quality at the point of supply. Cars are of satisfactory quality if they are of a standard that a reasonable person would find acceptable, taking into account factors such as the age and mileage of the car and the price paid.

The CRA says that the quality of goods includes the general state and condition, and other things such as its fitness for purpose, appearance and finish, freedom from minor defects

and safety can be aspects of the quality of the goods.

Satisfactory quality also covers durability. For cars, this means the components must last a reasonable amount of time. Of course, durability will depend on various factors. In Mr C's case the car was used and covered approximately 45,000 miles when he acquired it.

So, I'd have different expectations of it compared to a brand-new car. Having said that, the car's condition should have met the standard a reasonable person would consider satisfactory, given its age, mileage, and price.

It isn't in dispute that there's a fault with the car, Mr C had the car for over a year and covered over 19,000 miles before it experienced issues. But just because the car requires a repair now, doesn't automatically follow that it wasn't of satisfactory quality when it was supplied.

A car has numerous mechanical and electrical parts which will inevitably wear with age and use. Different parts of a car will have differing expected lifespans, and some will be required to be replaced as part of regular ongoing maintenance. With this in mind I've not seen anything to persuade me that the engine failure which Mr C complains of now failed prematurely or was not reasonably durable given its age and mileage.

The CRA implies that goods must conform to contract within the first six months. So, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless MotoNovo can show otherwise. But, where the fault is identified after the first six months, the CRA implies that it's for Mr C to show it was present when the car was supplied.

Mr C's warranty provider arranged for an independent inspection to be carried out in March 2025, it concluded:

'We can conclude that our inspection was severely limited as the vehicle remained in a largely complete condition. Based on the information provided, it is considered that the most probable cause is stretching of the timing chain, although dismantling is now required to confirm this. The defect is not considered to have been developing at inception.'

Mr C arranged a second inspection in May 2025, having reviewed the engineer's report, in relation to the MOT history it said:

'... vehicle has passed an MOT after the date of sale is confirmed to us it was no unusual noises at the last MOT as an MOT tester would have issued a notification refusal to test the vehicle, hence the reason we believe that the current issue has developed after last MOT.'

It went on to conclude:

'Given the mileage covered since sale and the lack of evidence confirming a mechanical fault at or shortly after point of purchase, we cannot confirm that the current failure was either present or developing at the point of sale.'

Although the customer's documented complaints from January 2024 are noted, the vehicle appears to have remained in regular use for more than 12 months and 19,000 miles. In such circumstances, and with no evidence of progressive failure over that distance, durability concerns alone are insufficient to attribute liability to the selling agent.'

... due to the time and distance since sale, it is likely that even with full dismantling, a conclusive link to the point of sale would remain difficult to prove'.

I've considered the findings of the first report, although it was limited it was conclusive in saying that the fault would not have been considered to be developing at the point of supply. I've also thought about the findings of the second report commissioned by Mr C. This report was far more detailed, but it wasn't conclusive.

I think it's worth pointing out that the second report specifically said it was unlikely that the issues Mr C encountered in January 2024 would've been unrelated to this incident given the vehicle passed an MOT in December 2024. Whilst I understand why Mr C thinks the issues are related, I'm afraid I don't agree given the time passed and the number of miles covered, and the engineer who I'd consider an expert in this field confirms this.

Further whilst the second report didn't categorically state the car was of unsatisfactory quality at the point of supply, it did make quite clear that its unlikely, given the regular use of the vehicle over 12 months and the number of miles covered.

In both reports, the engineers have confirmed that their duty is to the courts, and not to the person who instructed and/or paid for the reports. As such, I'm satisfied the reports are reasonable to rely on. Given the contents of the reports, I'm satisfied that the car was of satisfactory quality when supplied to Mr C.

I've also taken into account that Mr C's car had travelled around 65,000 miles in total by the time this problem happened. This isn't an insignificant amount of mileage and would lead me to doubt whether I could say for certain that the engine shouldn't have failed at that time because of an underlying issue with it at the point of supply.

And Mr C has had full use of the vehicle, having driven almost 20,000 miles since inception, I think it's both fair and reasonable to say – had the problem been present or developing at the point of supply, it's highly unlikely he would've been able to cover this distance.

Having carefully considered all the evidence; I don't find that Mr C was supplied with a car that was of unsatisfactory quality. So, it follows that I won't be upholding this complaint, for the reasons given in this decision.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 12 December 2025.

Rajvinder Pnaiser
Ombudsman