

The complaint

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

What happened

Miss U took receipt of a used car in September 2023. She financed the deal through a hire purchase agreement with MotoNovo.

In July 2025 she reported problems with the steering wheel controls, and a mechanic was eventually able to explain that the steering and transmission had Volkswagen settings instead of Audi ones. The mechanic also thought it likely that the car had been in a previous accident and/or repaired with used parts. The mechanic also noted that the front brake discs were warped and that caused juddering when braking.

MotoNovo didn't uphold Miss U's complaint about these issues and when she referred her complaint to this service neither did our investigator. She didn't think there was evidence the faults were likely to have been present or developing when the car was supplied to Miss U and given the length of time she'd been able to drive it and the 30,000 or so miles Miss U had been able to cover, she didn't think it would be fair to ask MotoNovo to take any action.

Miss U disagreed. She said she wouldn't have gone ahead with the purchase if she'd known and that she didn't think it was fair to suggest this was normal wear and tear. Miss U 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 agree with the investigator's view of this complaint and for broadly the same reasons. I can see that Miss U referred a complaint about this car's quality to us earlier in the year. I'm not able to comment on any of those issues as we've already considered them. I am able to comment on the new issues Miss U has referred.

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 U acquired her car under a hire purchase agreement, which is a regulated consumer credit agreement. This means our service is able to consider complaints about it. Under the Consumer Rights Act (2015), the car must have been of satisfactory quality when supplied. Given the car was nine years old and had already covered nearly 80,000 miles, a

reasonable person would expect signs of wear and tear. The legislation requires us to assess whether the car's condition at the time of supply met reasonable expectations for a vehicle of that age, mileage, and price.

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 within the first six months, we are to assume it was present at the point of supply, when MotoNovo were responsible for the car's quality. But here Miss U had been in possession of the car for much longer than that so I think it would be fair to put the onus on her to demonstrate the faults she complains of here were present or developing when the car was supplied to her. I'm not persuaded she's been able to do that.

While the mechanic suggested the car may have previously been involved in an accident, I've not seen any independent evidence to confirm this. Even if it had been, that alone wouldn't necessarily mean the car was of unsatisfactory quality at the time it was supplied. It's not uncommon for older vehicles—particularly those with high mileage—to have undergone repairs, and the use of used or reconditioned parts in such repairs is a standard and accepted practice within the motor industry. Provided those parts are fit for purpose their presence doesn't automatically indicate a defect or a failure to meet the standard of satisfactory quality.

The key consideration is whether the car, at the point of supply, was roadworthy and in a condition that a reasonable person would expect given its age, mileage, and price. In this case, the car was nine years old and had already covered nearly 80,000 miles. That context sets a reasonable expectation that the vehicle would show signs of wear and may have had prior repairs. The issues raised while inconvenient, do not on their own demonstrate that the car was unfit for use or below the standard expected of a vehicle of this type and history. The car passed its MOT in September 2024 with no advisories. This is significant because it suggests that, at that point—roughly a year after supply—the vehicle was roadworthy and did not exhibit the faults Miss U later reported. If the issues she describes had been present or developing at the time of supply, it's likely they would have been detected during the MOT inspection. I've considered when the coding may have been altered on this car. Miss U previously explained that her uncle carried out repairs, which introduces uncertainty about when the coding changes occurred. Given that she was able to drive the car for a significant period and cover over 30,000 miles before raising the issue, I don't think there's sufficient evidence to conclude that the incorrect coding was present from the outset of the agreement. On balance, I'm not persuaded that these factors show the car was of unsatisfactory quality when Miss U received it 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 U to accept or reject my decision before 4 December 2025.

Phillip McMahon
Ombudsman