

The complaint

Mr H complains that a car supplied to him on finance with MotoNovo Finance Limited ('MFL') was 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 H acquired a used car under a hire purchase agreement with MFL in October 2024, the car was eight years old, and the cash price was £9,950. The car had done around 88,000 miles at the point of supply.

In April 2025 Mr H began experiencing problems with the car. He found the coolant light illuminating and so took the car to a local garage. The mechanic confirmed there were issues with the car, there was oil getting into the coolant system, oil was contaminated, and the rubber hoses had gone soft.

Mr H complained to MFL who commissioned an independent inspection and based on the findings of the report it issued its final response letter. In short it didn't uphold the complaint because whilst the engineer had confirmed a fault, it didn't think it was present or developing at the point of supply.

Our Investigator considered things but also didn't uphold the complaint. In summary he said based on the vehicle's overall age and mileage it's more likely than not that the faults had occurred due to natural wear and tear. He also placed significant weight on the findings of the independent inspection.

Mr H disagreed; he maintained the car was of unsatisfactory quality.

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 H, but I will explain my reasons below.

I trust Mr H will not take the fact that my findings focus on what I consider to be the central issue as a discourtesy. The purpose of my decision isn't to address every point raised but to set out my conclusions and reasons for reaching them.

This reflects the nature of our service as an informal alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I haven't, I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider good industry practice at the time.

The hire purchase agreement entered by Mr H is a regulated consumer credit agreement and this Service is able to consider complaints relating to it. MFL 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 H entered. Because MFL 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 H's case the car was used and covered approximately 88,000 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 H had the car for around six months and had covered around 7,700 miles before it experienced faults causing the coolant light to illuminate. Both Mr H and the independent engineer confirm faults are present with the car. But just because the car requires 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 vehicle 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 faults which Mr H 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 MFL can show otherwise. But, where the fault is identified after the first six months, the CRA implies that it's for Mr H to show it was present when the car was supplied.

MFL arranged for an inspection to be carried out by an independent third party. I've seen a copy of the independent engineer's report for the inspection that took place on 3 July 2025. From the information I have, I'm satisfied the car would've travelled around 7,700 miles since supply.

The engineer said:

'In our opinion based on the visible evidence we would conclude that based on the evidence at the time of our inspection, the vehicle's condition was good for the age and mileage.

We did start the engine cold, there were no faults with the vehicle's engine; however, we

only let the vehicle idle for approximately 23 minutes.

The coolant level warning light was illuminated on the front panel. We carried out diagnostic check, there were diagnostic fault codes, but none of these were relevant to the faults with the vehicle, but will still require further investigation in order to ascertain the root cause of the none relevant diagnostic fault codes.

Upon pressing the coolant hoses the coolant hoses did have an abnormal feel, potentially due to the contamination within the coolant system.

We did not carry out a combustion leak test was due to the contamination of the coolant system.

We did carry out a coolant pressure test, with approximately 20psi, within the coolant system, this was left for approximately 10minutes, there was no pressure lost and there were no evident coolant leaks.

However, there were undertrays fitted, so did have limited visibility. Further investigation would be required, into the contamination in the coolant system, the oil coolant would need to be investigated.

Given the vehicle has covered approximately 7,000miles since purchase, the faults would not have been present or in development at point of sale'.

It concluded:

'We note that the vehicle's current mileage has been confirmed, and the vehicle has covered 7,783 miles since hire to the date of our inspection on 03/07/25.

We can conclude that the time of our inspection, there no faults with the vehicle engine, but coolant level warning light was illuminated on the front panel...

The oil coolant would also be required to be investigated, but the faults with the vehicle would not have been present or in development at point of sale, due to the mileage covered'.

The independent inspection is, in my opinion, the most persuasive piece of evidence in this case. It was a physical inspection of the car by a qualified motor technician. As such, I'm satisfied the report is reasonable to rely on. Given the contents of the report, in my view, the car was of satisfactory quality when supplied to Mr H.

I've also taken into account that Mr H's car had travelled almost 96,000 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 issues with the coolant system shouldn't have occurred at that time because of an underlying fault with it at the point of supply. And given that Mr H was able to travel around 7,700 miles, I'm persuaded an inherent fault with the coolant system would have presented itself much sooner.

I empathise with the situation Mr H is now left in, and I understand why this isn't the outcome he would've wanted. But for the reasons I've explained I won't be asking MFL to take any further action in relation to this complaint.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 8 January 2026.

Rajvinder Pnaiser
Ombudsman