

The complaint

Miss B 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 B under a hire purchase agreement with MotoNovo Finance that she electronically signed in July 2024. The price of the car was £13,995 and the agreement included a settlement amount of £993.91, so the amount of credit provided to Miss B was £14,998.91. Miss B agreed to make 59 monthly payments of £362.97 and a final payment of £363.97 to MotoNovo Finance.

Miss B complained to MotoNovo Finance about issues with the car in May 2025 and it arranged for the car to be inspected by an independent expert later that month. It then said that it was unable to uphold her complaint as the inspection report stated that the faults wouldn't have been there at the point of sale. Miss B wasn't satisfied with its response so referred her complaint to this service.

The complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. She didn't think that the car was of satisfactory quality when it was supplied to Miss B, but the dealer had taken steps to repair the faults that were reported to it and Miss B was then satisfied with that remedy. She said that the inspection report determined that the current faults with the car would be due to general wear and deterioration and weren't unexpected in a car of this age and mileage, so she didn't think that it would be fair to ask MotoNovo Finance to do anything more to resolve the complaint.

Miss B hasn't accepted the investigator's recommendation and says that she wants to take her complaint further, so I've been asked to issue a decision on it. Miss B says, in summary and amongst other things, that:

- the car wasn't of satisfactory quality when supplied to her and she hasn't stated that she was satisfied with the dealer's repairs and the car wasn't fixed as the issues are all inter-linked and are due to an underlying defect with the car that occurred within a year and required major parts which can't be reasonably classified as wear and tear;
- the dealer carried out and arranged repairs which clearly acknowledged that the defects existed at the time of sale and the car has continued to suffer serious and on-going engine issues, showing that it was unfit for purpose from the start;
- the reason that the car has so many miles is because the dealer wanted her to drive back and forth to have it fixed;
- the dealer agreed to pay 50% of a repair cost because she argued with him as he wanted to take a part out of another car he had and put it in her car, which can't be done;
- the timing chain, oil leak, water pump and piston slap are consistent with progressive engine failure and aren't separate wear and tear items; and

- the repeated failures have caused significant financial loss, inconvenience and stress and that she should receive a refund or replacement of the car, reimbursement of the repair costs and any costs needed for a new engine, and compensation for inconvenience and related losses.

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 B. 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 B was first registered in December 2016, so was more than seven years old, the hire purchase agreement says that it had been driven for 78,453 miles and the price of the car was £13,995. 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 had passed an MOT test, with no advisories, in April 2024, before it was supplied to Miss B, and its mileage was recorded at the time of the test as 78,047 miles. It was supplied to Miss B in July 2024 and the dealer says that she took it for a test drive and there were no issues. The dealer says that it was contacted by Miss B about a fault with the car later that month, but the car wasn't returned to it until September 2024 when it replaced the turbo. It says that that there was no knocking noise from the engine, and it saw the car again in October 2024 when it performed a DPF regeneration. It says that it also paid £220 towards the cost of a replacement water pump by another garage.

Miss B has provided a detailed timeline of the issues that she's had with the car and she says that it was taken to a local garage in July and August 2024, the dealer replaced the turbo in September 2024, she returned the car to the dealer in October and November 2024, she paid to get new water pump and the dealer paid £200 towards the repair cost and the timing chain was replaced in April 2024. The job card for that repair says: *"Customer complaint of noise from engine. Upon diagnoses found timing chain excessively worn and rattling. Also could hear a knocking noise ... Replaced timing chain. Test drive. All OK"*. The job card shows that the car's mileage was 86,936 miles.

The car passed an MOT test in April 2025 when its mileage was recorded as 86,936 miles and the only advisories were about two of the car's tyres. Miss B complained to MotoNovo Finance about issues with the car in May 2025 and it arranged for the car to be inspected by an independent expert later that month. The inspection report records the car's mileage as 87,536 miles and says:

"We did identify issues at the time of our inspection and road test in the form of a rattle from the top end of the engine at start-up, consistent with timing chain growth and a rhythmic knocking sound from the engine and excessive crank case pressure, consistent with piston and cylinder bore wear. We interrogated the vehicle's ECU and we retrieved fault codes for Cylinder 3 glow plug circuit open and an oxygen sensor issue, which will require further investigation to ascertain the root cause and what remedial action is required. Faults of this nature would be due to wear and deterioration and would not be unexpected on a vehicle of this age and recorded mileage ... we would consider that there is insufficient evidence to suggest that the issues would have been present at the point of vehicle sale and, in our opinion, the vehicle has incurred sufficient mileage from sale for the issues to have developed solely in the ownership of the current client".

The report has been signed by the inspector, includes a biography about him, explains his duty to the court and contains a statement of truth. Miss B has raised concerns about the inspection report, but I'm satisfied that it's a report from an independent expert and that it's fair and reasonable for me to use it in making my decision on Miss B's complaint.

There have been some issues with the car that was supplied to Miss B and the dealer has replaced the turbo and contributed to a repair of the water pump. Miss B says that there have continued to be issues with the car, but I've seen no evidence to show that she took the car to a garage or back to the dealer about any issues with it between November 2024 and April 2025. The car's mileage when it was supplied to Miss B was 78,453 miles and, when the timing chain was replaced in April 2025, its mileage was 86,963 miles, so in about nine months it had been driven for another 8,483 miles.

Miss B complained to MotoNovo Finance about the issues with the car in May 2025 and some issues were identified, but the report says the faults were due to wear and deterioration and weren't unexpected on a car of that age and mileage. The car was more than seven years old and had been driven for 78,453 miles when it was supplied to Miss B. After the car was repaired in April 2025, the garage test drove the car and said "All OK", the car passed an MOT test and the inspection report said that the issues that had been identified would have developed solely since the car was supplied to Miss B.

I've carefully considered all that Miss B has said and provided about her complaint, but I consider that MotoNovo Finance's response to her complaint was fair and reasonable. I appreciate that my decision will be disappointing for Miss B, but I find that it wouldn't be fair or reasonable in these circumstances for me to require MotoNovo Finance to allow her to reject the car, to pay for any further repairs to it or to reimburse her for the cost of any repairs, 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 B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 25 December 2025.

Jarrold Hastings
Ombudsman