

## The complaint

Mrs K complains about a car supplied to her using a hire purchase agreement taken out with MotoNovo Finance Limited (“MotoNovo”).

## What happened

In February 2024, Mrs K acquired a used car using a hire purchase agreement with MotoNovo. The car was nearly five years old, the cash price of the car was £12,288, the agreement was for 60 months, made up of 59 regular, monthly repayments of £221.60, followed by a final payment of £222.60, which included a £1 option to purchase fee. The deposit payment recorded on the agreement was £2,370. The mileage of the car recorded on the agreement was 34,231 miles.

Mrs K contacted MotoNovo in early January 2025 as she believed there to be an issue with the heater matrix. MotoNovo said that at the time, the mileage of the car was over 60,000 miles. Mrs K said she was also advised at this time that the car had a historic fault code stored in relation to glow plugs.

Mrs K again complained to MotoNovo in March 2025. Along with the quality of the car, Mrs K complained about several other things, such as not having a copy of her signed finance documents; historic fault codes; believing the car had outstanding finance attached to it; and service history issues, to name a few.

MotoNovo provided their final response in June 2025. Among other things, they said:

- The car was previously owned and financed. MotoNovo said the HPI database had been updated, and it showed that the previous finance agreement attached to the car had been paid and ran up until the car was acquired by Mrs K.
- Mrs K had access to her finance documents on the same day she electronically signed them.
- They didn’t think the car was advertised as sold with a full-service history, and invited Mrs K to show it was, so they could investigate further.
- The fault code in relation to the glow plug was historic and didn’t reflect the condition of the car at the point of supply.
- The fault with the heater matrix was a wear and tear issue.

Unhappy with MotoNovo’s response, Mrs K asked our service to investigate further.

Our investigator issued his view where he explained that he didn’t think MotoNovo had acted unfairly in relation to the quality of the car. But that MotoNovo needed to put things right in relation to their handling of the complaint as he thought it had caused inconvenience to Mrs K. The investigator thought MotoNovo should pay Mrs K £100 for any distress and inconvenience caused by the complaint.

MotoNovo accepted the investigator’s findings. Mrs K disagreed. As Mrs K disagreed with the investigator’s outcome, the complaint was passed to me to decide.

## **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'm upholding this complaint in line with what our investigator has already told both parties and I'll explain why below.

I'm aware I have summarised events and comments made by both parties very briefly, in less detail than has been provided, largely in my own words. No discourtesy is intended by this. In addition, 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 point or argument to be able to reach what I think is a fair outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as an alternative to the courts.

Mrs K complains about a car supplied to her under a hire purchase agreement. Entering into consumer credit contracts such as this is a regulated activity, so I'm satisfied I can consider Mrs K's complaint about MotoNovo.

When considering what's fair and reasonable, I take into account relevant law and regulations. The Consumer Rights Act 2015 ("CRA") is relevant to this complaint. The CRA explains under a contract to supply goods, the supplier – MotoNovo here – has a responsibility to make sure goods are of satisfactory quality. Satisfactory quality is what a reasonable person would expect – taking into account any relevant factors.

I would consider relevant factors here, amongst others, to include the car's age, price, mileage and description. So, it's important to note that the car Mrs K acquired was used, around five years old, had been driven around 34,250 miles and cost around £12,300. I think a reasonable person would accept that it would not be in the same condition as a new car and was likely to have some parts that are worn.

What I need to consider is whether the car was of satisfactory quality when it was supplied. And in order to do that, I first need to consider whether the car developed a fault.

Mrs K complains that there are historic fault codes in relation to glow plugs which she was made aware of after she was supplied the car. I'm mindful that no details have been provided to show there is a current fault in relation to the glow plugs. And fault codes in themselves, doesn't necessarily mean there is a specific fault either. As such, due to the limited information supplied on the matter, I'm not satisfied there is a fault in relation to the glow plugs since Mrs K acquired the car.

Similarly, Mrs K has explained that she experienced a fault in relation to the heater matrix in January 2025, which later corrected itself without it needing to be repaired. No diagnosis from a mechanic or engineer has been provided to show a fault with the heater matrix. As such, again, due to the limited information supplied on the matter, I'm not satisfied there is a fault in relation to the heater matrix.

Having said that, even if I was to conclude that the car had a fault to it in relation to the heater matrix in January 2025 (and to be clear, I'm not making that finding), I still don't think I would reach the conclusion that the car was supplied of unsatisfactory quality to Mrs K. I say this because, at that point, it appears the car had been driven for nearly one year and over 25,000 miles. Mrs K has also said that the car has been driven several thousands of miles further since January 2025. So, if there was a fault to the heater matrix, I think it is likely it would have presented itself much sooner, if it was present or developing at the point of supply which made the car of unsatisfactory quality.

I'll now go on to consider some of Mrs K's other complaint points. In relation to Mrs K believing there to be outstanding finance attached to the car she acquired, MotoNovo has confirmed that any previous finance was settled in full before the car was supplied to Mrs K. I also haven't been informed of any impact or loss to Mrs K. As such, I don't think MotoNovo needs to do anything further here.

In relation to Mrs K saying she didn't receive a copy of her finance agreement, MotoNovo has explained that she had access to this online as soon as she signed it electronically. I also haven't been provided any evidence to suggest that Mrs K didn't have access to download her agreement. As such, I don't think MotoNovo needs to do anything further here.

In relation to the service history of the car, MotoNovo have said that the car wasn't sold with full-service history and invited Mrs K to show otherwise. Mrs K didn't provide any further details in relation to this. As such, I don't think MotoNovo needs to do anything further here.

In relation to how MotoNovo handled Mrs K's complaint, I think they could have done better. I say this because Mrs K complained to MotoNovo in January 2025. Later in the month, MotoNovo asked to discuss the complaint over a call, which Mrs K refused as she wished to have records of any correspondence in a written format. From my understanding, Mrs K then got back in touch with MotoNovo in March 2025 for an update to her complaint, only to find out that no progress had been made. MotoNovo had only then provided their final response to Mrs K in June 2025.

I don't think Mrs K's request to receive a response by writing was unreasonable. And in the circumstances, I think it is fair and reasonable for MotoNovo to pay Mrs K £100 for the delay caused in responding to her formal complaint.

### **My final decision**

For the reasons I've explained, I uphold this complaint and I instruct MotoNovo Finance Limited to put things right by paying Mrs K £100 to reflect the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 6 January 2026.

Ronesh Amin  
**Ombudsman**