

The complaint

Mr Z complains about a car supplied under a hire purchase agreement, provided by MotoNovo Finance Limited.

What happened

Around September 2024 Mr Z acquired a used car under a hire purchase agreement with Motonovo. The car is listed with a cash price of £9,694, was around eight years old and had covered around 92,700 miles. Mr Z paid a deposit of £1,000.

Unfortunately, Mr Z says the car developed issues. Mr Z explained he “*barely used*” the car and only occasionally drove it on weekends. But he said, despite this, the car broke down at the end of April 2025. He said he was told by a garage that the engine was “*completely broken*”.

Mr Z said he had been quoted around £4,000 for repairs which he could not afford. He complained to Motonovo.

Motonovo issued a final response at the end of April 2025. This said, in summary, that Mr Z would need to provide evidence to show the car wasn't of satisfactory quality when it was supplied. It said it wasn't upholding the complaint as it didn't currently have anything to show this.

Mr Z then sent Motonovo an independent report dated 18 May 2025. Motonovo wrote to him in June 2025 explaining this didn't change its opinion. In summary, Motonovo said the report didn't state there was an issue with the car when it was supplied.

Mr Z was unhappy with this and referred the complaint to our service. He said, in summary, that he was unhappy with not being offered a courtesy car meaning he'd had to rely on taxis, that the situation had affected him financially and that the car didn't have any service history when supplied. He also explained he couldn't access the car's service history through the infotainment system, as this had been replaced with a third-party unit.

An investigator issued a view and didn't uphold the complaint. He said, in summary, that he thought the fault with the car was due to wear and tear rather than an issue being present when it was supplied. And he explained he thought Mr Z had likely driven the car more than he said.

Mr Z disagreed. He said, in summary, that because the engine failed it meant the car wasn't durable. He said the report didn't confirm the exact cause of the fault, so there was no proof it wasn't present when he got the car. And he further described the impact of the situation on him.

Our investigator explained this didn't change their opinion. Mr Z remained unhappy, so the case has been 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 do not think this complaint should be upheld. I'll explain why.

Firstly, I'd like to explain to both parties that I might not comment on every point raised or every single piece of evidence. I want to reassure Mr Z and Motonovo that I've carefully considered all of the available information. But I'm going to focus my decision on what I consider to be the key facts and the crux of the complaint. This reflects the informal nature of our service.

When considering what's fair and reasonable, I take into account relevant law, guidance and regulations. The Consumer Rights Act 2015 ('CRA') is relevant to this complaint. This says, in summary, that under a contract to supply goods, the supplier – Motonovo here – needed to make sure the goods were of 'satisfactory quality'.

Satisfactory quality is what a reasonable person would expect, taking into account any relevant factors. I'm satisfied a court would consider relevant factors, amongst others, to include the car's age, price, mileage and description. The CRA also sets out that the durability of goods can be considered as part of satisfactory quality.

So, in this case I'll consider that the car was used, had covered well over 92,000 miles and cost around £9,700, which is a significant discount on what it would've originally retailed at. This means I think a reasonable person would not have the same expectations as for a newer, less road worn car. I think they would expect parts of the car to have suffered from wear and tear and might assume components may be reaching the end of their serviceable life. But I still think they would expect it to be free from any significant faults and would expect trouble free motoring for a short time.

What I need to consider in this case is whether I think Mr Z's car was of satisfactory quality or not.

I've seen a copy of the independent report dated 18 May 2025. This recorded the mileage as 99,404. This said:

*"The inspection has confirmed that the vehicle is currently affected by a **serious internal engine defect**, evidenced by:*

- *Low engine oil level*
- *Abnormal combustion control on cylinder 4 (code)*
- *Persistent and loud engine knock*
- *Visible exhaust smoke at raised RPM*
- *Starting hesitation"*

*"These symptoms are consistent with **significant internal mechanical failure**, most likely due to either:*

- ***Big end bearing failure, or***
- ***Piston slap and cylinder wear, possibly accompanied by oil starvation "***

“Failures of this nature can occur for a variety of reasons, including:

- High mileage wear-and-tear*
- Irregular servicing or low oil intervals*
- Prolonged operation at low oil levels*
- Inadequate oil pressure due to sump contamination or pump cavitation “*

*“In this case, no servicing history was presented, and the **oil level was markedly low**. While the precise cause of failure cannot be determined without internal engine dismantling, the combination of symptoms points to a **progressive lubrication-related wear issue** rather than a sudden material or manufacturing fault.”*

*“At the time of sale in October 2024, the vehicle had **93,500 miles** and passed an MOT without advisories. This indicates that the vehicle met **minimum roadworthiness standards** at the point of sale. However, MOT testing does **not include inspection of internal engine condition** or oil pressure diagnostics.”*

*“From a **technical and evidential standpoint**, the failure observed is **more consistent with progressive wear**, potentially accelerated by **low oil operation**, which may have occurred during the current ownership period. While bearing shell failure and piston scoring are serious, they are **known age-related issues** on high-mileage diesel engines and **not necessarily indicative of a pre-existing defect**.”*

*“In the absence of evidence proving the issue existed at the point of sale and given the vehicle has covered nearly 6,000 miles since purchase, **liability in this case leans toward the vehicle owner**.”*

Please note all emphasis above in bold was added by the author in the original report.

From this I'm satisfied it's clear Mr Z's car suffered a major engine failure as he explained.

Thinking about this, the conclusions of this independent report are reasonably clear that the fault was not present at the point of supply and more likely due to wear and tear. And I haven't been provided with any expert testimony or any other evidence to contradict this.

I've considered that Mr Z said the car was supplied without any service history. Firstly, there is conflicting information here – the dealer has stated the service history was handed over to Mr Z when he acquired the car. I've carefully thought about this. But I don't think I need to make a finding about what I think happened at the time.

I say this as ultimately, whether the car had a full-service history or not, I still wouldn't uphold the complaint about its quality. I say this as the report above only notes that a lack of service history *may* be a contributing factor to the failure. And I've had in mind the age and mileage of the car when it failed.

Considering all of this, I'm persuaded by the conclusions of the independent report that the fault was due to progressive wear and was not present or developing at the point of supply. I also find a reasonable person would find the car was durable, given it was approaching nine years old and having covered not far off 100,000 miles at the time, and the fact that the fault occurred over six months after Mr Z acquired it.

I've also thought about Mr Z's use of the car. He said he “barely” used it and only

occasionally drove it at the weekend. But it's worth noting that Mr Z covered around 6,700 miles in around six months. So, respectfully, I don't think what Mr Z told our service is likely accurate. I think it's more likely Mr Z was regularly using the car, or at the very least, taking long drives at the weekend if he did use it as he explained. So, this doesn't change my opinion, and I think a reasonable person would also find the car durable based on the mileage covered by Mr Z since supply.

I want to reassure Mr Z I've carefully considered everything else he's said. But, in summary, I find the car was most likely of satisfactory quality when supplied.

My final decision

My final decision is that I do not uphold this complaint.

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

John Bower
Ombudsman