

The complaint

Mr M complains about the quality of a car supplied to him by Motonovo Finance Limited (“MotoNovo”)

What happened

Mr M entered into a hire purchase agreement with Motonovo for the supply of a used car in January 2025. The car was around six and a half years old and had covered around 81,500 miles at the point of supply.

He raised some concerns fairly quickly with the dealership and raised a complaint with Motonovo in May 2025. They instructed an independent engineer to inspect the car which happened in August 2025, and after this report, Motonovo issued a final response letter to Mr M in September 2025, partially upholding his concerns. They said that the independent engineer hadn’t been able to find faults or replicate issues with the car going into limp mode or not shifting correctly through the gears, nor could they determine whether any issue with the camshaft or MAF sensors were present when the car was supplied as repairs had already been carried out by Mr M.

But they said the report had found brake disc issues, and a fault with the Ad-blue system, which the engineer said were likely present or developing at the point of sale. So Motonovo said they were prepared to fund the repair of these issues, and offered £250 to recognise the distress and inconvenience caused to Mr M.

Mr M didn’t agree with this outcome so brought his complaint to our service. It was investigated and not upheld, the investigator felt this offer by Motonovo was fair and they didn’t need to do any more.

Mr M didn’t agree and said that the independent engineer report is flawed, and provided detailed reasons why he wanted an Ombudsman to make a final decision which I will deal with below. These included a new report he obtained more recently when getting repairs done.

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 the investigator, and for broadly the same reasons. If I haven’t commented on any specific point, it’s because I don’t believe it’s affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I’ve reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

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 was good industry practice at the time. Mr M was supplied with a car under a hire

purchase agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

The Consumer Rights Act 2015 ('CRA') says, amongst other things, that the car should've been of a satisfactory quality when supplied. And if it wasn't, as the supplier of goods, Motonovo are responsible. What's satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle's history and its durability. Durability means that the components of the car must last a reasonable amount of time.

The CRA also 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 Motonovo can show otherwise. But, where a fault is identified after the first six months, the CRA implies that it's for Mr M to show it was present when the car was supplied.

So, if I thought the car was faulty when Mr M took possession of it, or that the car wasn't sufficiently durable, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask Motonovo to put this right.

I would add that Mr M has talked about this car being used for his business, which may mean the CRA isn't the right legislation to consider. I've thought about this, and it doesn't matter in reality, as the legislation relevant if he uses the car predominantly for business use would be the Supply of Goods and Services Act 1982, and the definitions of what is satisfactory quality under that legislation are similar enough that I don't want to delay things further here to look into this further, when it will end up giving Mr M the same answer anyway. I will reference the CRA, but if Mr M does use the car predominantly for business, the answer would still be the same, I would just be quoting the Supply of Goods and Services Act 1982.

Firstly, I would say that the answer Mr M has been given by the investigator here seems entirely fair and accurate. In some communications, Mr M seems to be suggesting that in bringing the complaint to our service, his case should be reviewed by an Ombudsman, not another member of staff. We have a clear, published process, which involved Investigators who are trained in the relevant area first investigating a complaint, and only if an agreement between the parties can't be reached at that stage is the case then referred for a final decision from an Ombudsman. The majority of what I will say below has already been said by the Investigator who first looked at this case.

Fundamentally here, I don't think Mr M has had the definition of the word "fault" used in the above explanations of the CRA explained to him in a way that he can accept. Parties involved in this complaint are using the word "fault", which he believes means he's entitled to repairs for free or to reject the car. But this isn't the case.

For a six to seven year old car that's covered over 80,000 miles when supplied, many things can go wrong without being faults under the CRA, as parts are often beginning to wear out. Whether they wear out after a week, six months, or six years after Mr M's acquisition of the car, it doesn't impact on whether the car is of unsatisfactory quality under the relevant legislation. This is because a situation where a part wears out having lasted for a reasonable lifespan, whenever it happens, doesn't make the car of unsatisfactory quality under the relevant law.

Alongside this, proof of something being repaired, or quoted to be repaired or replaced, isn't proof of what is actually wrong with the car, to be able to identify if it's a fault under the

relevant legislation. As I've said above, parts can wear out and at this age and mileage of car, this doesn't make the car of unsatisfactory quality.

Mr M doesn't agree with the independent engineer who examined the car and concluded that the car was of satisfactory quality when supplied. Indeed, he's asking our service to make a finding based on the independent engineer who was arranged by Motonovo not being competent. I won't be doing this. I'm satisfied that the independent engineer's report is the best evidence we have been provided about the car and its quality.

Mr M has recently sent in his own report from his own garage to challenge the independent engineer findings, but I'm not persuaded by this report. In many places it appears to just quote what Mr M has told them happened, and it focuses on the mechanic's opinion about the liability of the finance company, rather than the facts of the car or the issues it is suffering.

One thing it does say is that they had removed the engine and diagnosed an excessive build-up of carbon which it says has likely been building up for a long time. This report doesn't say how many miles the car has covered or what date it was carried out, but the invoice for repairs dated 12 February 2026 clearly links to this report. I can see that the car passed an MOT the month before in January 2026 at a mileage of approaching 94,000 miles. So, in the twelve months of ownership, Mr M has been able to cover over 12,000 miles.

By the time a car has covered this number of miles, many of its parts will be wearing out and need replacing. The inference from the mechanic report provided by Mr M is that this build-up of carbon has happened over many years. This would make sense, based on the car being a diesel model, and the fact that when buying a car like this at 81,500 miles, its impossible to know how the car has been driven in its previous six to seven years of life, whether it's been maintained perfectly, and whether it has had any issues or investigations for this type of issue before.

This is the reality of buying a used car. At this age and mileage, significant parts will begin to wear out, and this has to be expected. It doesn't make the car of unsatisfactory quality or make the supplier liable for the cost of repairs where items have worn out. A build-up of carbon in the engine may be linked to the type of driving done previously, but is not due to a fault, it's a gradual build-up of something that is based on the usage

The independent engineer report was carried out in August 2025 at around 90,000 miles, and it concluded that it couldn't replicate the issue Mr M was complaining about, with the car going into limp mode, despite trying to replicate the circumstances in which he said it had happened. It noted some small issues with the brakes and the ad blue system and Motonovo have offered refunds for repair of these items.

I haven't seen any evidence that persuades me that the independent report shouldn't be trusted as accurate. And the report Mr M has provided more recently persuades me that the issues he's been having with the car are linked to normal wear and tear, parts wearing out, and a build-up of carbon over a long period of time, likely due to the amount and type of previous usage of the car, before Mr M acquired it. This doesn't make the car faulty under the relevant legislation; it just means that parts may wear out slightly sooner than expected due to how the car has been used over the years leading to a carbon build up.

Mr M has also complained about the fact that he was supposed to have a warranty, but it wasn't executed properly by the supplying dealership meaning repairs weren't covered. There is no warranty evident on the hire purchase agreement, so I can only assume this was something supplied separately from this finance agreement. As such, I won't be considering

it here in this complaint to Motonovo, but he may wish to complain separately to the supplying dealership if he feels anything here was misrepresented to him or not executed properly.

I'm not persuaded that the car is of unsatisfactory quality under the relevant legislation. I'm sorry that Mr M has had to undertake some fairly expensive repairs in the first year he's owned the car, but unfortunately, these are the risks of acquiring a car of this age and mileage. I won't be asking Motonovo to do anything more here, as I am satisfied that their response to Mr M's complaint was fair.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 13 May 2026.

Paul Cronin
Ombudsman