

The complaint

Mr B complains that the car he acquired through MotoNovo Finance Limited (“MFL”) wasn’t of satisfactory quality. He wants to reject the car and end the finance agreement.

What happened

Mr B entered into a hire purchase agreement in September 2023 to acquire a used car. The cash price of the car was £22,185, and the total repayable was £28,539.40, and was to be repaid through the credit agreement which was set up over a 60-month term with monthly payments of £475.64. At the time of acquisition, the car had already been driven more than 70,000 miles and was just over six years old.

Mr B told us:

- Three months after acquiring the car, he was having major issues with the injectors which led to carbon monoxide fumes being released into the car’s cabin;
- he reported this to the supplying dealership, and it arranged to remedy the problem, and said it would replace the injectors;
- around eight months later the same problem arose, and he reported it to MFL, and an independent inspection was arranged on 13 May 2024. The inspection concluded that although the issue was not the fault of the supplying dealership, the report said that the earlier repairs had not been undertaken;
- he arranged to have the car looked at by another garage, and in January 2025 paid for investigation and repairs. He paid nearly £800 for it to resolve things;
- five days later, on the motorway, a warning light on the dash illuminated and he pulled on to the hard shoulder. He turned the car off, but it would not start up again, and he had to have the car recovered to a family member’s driveway, where it’s remained ever since;
- he’s not driven the car since it was recovered, and he’s asked MFL to collect it because he’s not happy with the ongoing issues, but it refused;
- this has had a big financial effect on him and his family – they’ve had to share one car for their commutes, and he’s ultimately had to buy another car so they can both travel to work;
- he wants to reject the car, end the finance agreement, and have his deposit refunded. He also wants MFL to return his monthly payments since February 2025 – when the car was no longer driveable.

MFL rejected this complaint about the car’s current fault and said that Mr B needed to evidence that the car was not of satisfactory quality at the point of supply, and it provided contact details for recognised third parties who are able to undertake these kinds of inspections.

MFL told this Service that it had arranged an independent inspection in respect of Mr B’s original complaint about the injectors and the injector seals. And it said this report had concluded there was no evidence that any issue with them was present or developing at the point it supplied the car.

MFL said that following Mr B's complaint that the supplying dealership had not completed the remedial work properly, it had contacted them to seek confirmation of the work that had been completed in December 2023. MFL said the supplying dealership confirmed that the injector seals – not the injectors – had been replaced in December 2023, and it wasn't until January 2025 that Mr B had himself arranged for the injectors themselves to be replaced. And it provided copies of the job cards to support this position.

Our Investigator looked at this complaint and said he thought it should be upheld – he didn't think the car supplied by MFL had been of satisfactory quality, and he didn't think the supplying dealership had undertaken the repairs that it should've done. Our Investigator recommended that MFL refund Mr B a proportion of his monthly payments to reflect his impaired usage of the car, and he asked it to re-imburse the cost of the repairs paid for in January 2025.

Our Investigator explained that he hadn't seen sufficient information about the *current* fault that Mr B complained of – the car hadn't been driven since the warning light illuminated in February 2025. He explained the relevance of the Consumer Rights Act 2015 ("CRA") in the circumstances of this complaint and said that because the current fault had occurred more than six months after Mr B acquired the car, he'd need to provide evidence of the fault, and evidence that the fault was present or developing at the time the car was supplied.

Finally, he explained that this Service couldn't look at complaints Mr B had about his unhappiness with his dealings with the supplying dealership.

MFL disagrees so the complaint comes to me to decide. It says the independent engineer's report is clear; there's no evidence that the fault with the injectors was present or developing at the point of supply. MFL challenged the Investigator's assumptions around what repairs had/hadn't been undertaken in December 2023, and it explained why, based on which components are visible, these assumptions were incorrect.

MFL also asked the independent engineer to review its conclusions based on the job card and invoice provided by the supplying dealership. And it provided these comments to this Service for our consideration.

My initial conclusions are set out in my provisional decision which I issued in December 2025. In it, I said I didn't think that Mr B's complaint should be upheld, and I explained my reasoning as follows:

"When looking at this complaint I need to have regard to the relevant laws and regulations, but I am not bound by them when I consider what is fair and reasonable.

As the hire purchase agreement entered into by Mr B is a regulated consumer credit agreement this Service is able to consider complaints relating to it. MFL is also the supplier of the goods under this type of agreement, and it is responsible for a complaint about their quality.

Under the Consumer Rights Act 2015 ("CRA") there is an implied term that when goods are supplied "the quality of the goods is satisfactory". The relevant law says that the quality of the goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, price and all other relevant circumstances.

The relevant law also says that the quality of the goods includes their general state and condition, and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of the quality of the goods. So,

what I need to consider in this case is whether the car supplied to Mr B was of satisfactory quality or not.

The CRA also says that, 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, if the fault is identified after the first six months, then it's for Mr B to show the fault was present when he first acquired the car. So, if I thought the car was faulty when Mr B took possession of it, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask MFL to put this right.

MFL supplied Mr B with a used car – it was more than six years old and had been driven more than 70,000 miles – so the price of the car was lower than it would've been if it had been supplied new. Because of this I think it's fair to say that a reasonable person would expect that parts of the car might've already suffered wear and tear. And there'd be a greater risk in the future that this car might need repairs and maintenance sooner than a car which wasn't as road-worn when supplied.

I don't think there's any dispute that Mr B has experienced problems with the car. That has been well evidenced by his testimony. But MFL would only be responsible for putting things right if I'm satisfied that the problems with the car were present or developing when it was supplied – that is to say, the car wasn't of satisfactory quality when Mr B first acquired it.

The current fault

Mr B says the car wouldn't re-start when he stopped on the motorway in February 2025. And he says although the car was recovered to a family member's driveway, it hasn't been driven since.

Because February 2025 is more than six months after the car was supplied in September 2023, it's for Mr B to prove that the fault was present or developing at the time it was supplied. And I have seen no evidence such as an independent engineer's report commissioned by Mr B that ascertains there is a fault; that explains the cause of that fault; and confirms that the fault was present or developing at the time the car was supplied; or that it results from a failed previous repair.

In the event Mr B did instruct an independent engineer, and that engineer concluded that the current fault was a result of earlier repairs that had not been successful - they'd not addressed the original fault, or alternatively, the engineer identified further faults that were likely present or developing at the point of supply, then he could bring a new complaint directly to MFL. In these circumstances, most businesses would accept rejection of the vehicle and reimburse their customer for the cost of the independent inspection.

But, in the absence of such a report, I'm simply unable to uphold this part of Mr B's complaint.

Injectors and Injector seals

Mr B complained about issues with the injectors and injector seals, and the resulting fumes that were released into the cabin. He complains that the repairs carried out by the supplying dealership were not, in fact, carried out.

I've considered this very carefully, because it is important to note that the CRA only allows one attempt at repairing goods of unsatisfactory quality before the consumer is entitled to other remedies – including rejection. And in this particular case, I have the benefit of an independent report produced by an appropriately qualified engineer.

From reading its report, it's clear that it was provided with an accurate background that clearly set out the issues.

In their report, the engineer said the following:

"The vehicle was road tested over a distance of 9 miles up to 70mph, which included motorway operating conditions" ... "The vehicle had numerous fault codes in respect of the NOX sensors and the condition of the DPF, which would suggest that the DPF was possibly blocked or was not being regenerated during the operation of the vehicle".

But the simple existence of the fault in itself isn't enough to hold MFL responsible for repairing the car or accepting its rejection. The legislation says that this will only be the case if the fault was present or developing at the point of supply; the car supplied was not of satisfactory quality.

The independent report went on to address this, and the independent engineer made the following points:

- *"In our opinion based on the visible evidence we would conclude that the vehicle was in a operational condition, albeit there were warning lights indicating that there was a fault with the EGR system as well as the catalytic converter / DPF system. These will require attention in due course".*
- *"We understand that some work was undertaken. This was a quotation for changing all the injector seals on the vehicle. We do not believe work has been carried out. This was done in December 2023 at approximately 72,562 miles. A health check also showed that injector seals and pipes require attention".*
- *"The vehicle has covered approximately 10,749 miles since sale. Our conclusions are that these faults in the EGR and DPF would not have been present at the point of sale. It is possible that the condition of the injector seals would lead to over carbonisation of the DPF and EGR".*

The engineer concluded that:

- *"The conditions are not considered to have been present at the point of sale".*
- *"The current condition do not appear connected with previous repairs".*
- *"The faults are most likely result of wear and deterioration".*
- *"The vehicle is not fault free but is considered to be commensurate".*
- *"At this stage we have seen no evidence to indicate that the seller could be considered responsible for the conditions under review".*
- *"The faults are not considered to be related to durability".*

The engineer summarised its position as follows:

"We would conclude that the vehicle has covered approximately 10,749 miles and we are of the opinion that these faults would not have been present at the point of sale and have occurred as a result of normal in-service wear, tear and deterioration and we do not believe that the vehicle should be returned to the selling dealer for further investigation or repairs and this would be the responsibility of the purchaser".

Now, it's clear that there's disagreement between the parties about whether repairs were actually undertaken by the supplying dealership in December 2023. But I don't think this makes a difference here. I say this because the independent engineer says the fault

examined was neither the result of failed previous repairs, nor was it present or developing at the point of supply.

Moreover, the engineer makes no cautionary statements about the conclusions reached, or that a different conclusion may have been reached with additional information. The instruction of an independent inspection is what's required and expected of MFL in these circumstances.

So, on the basis that the fault was not present or developing at the point of supply; was not the result of previous repairs that subsequently failed and; the car has been durable, I simply can't say that the car was of unsatisfactory quality when it was supplied. And in the absence of any other persuasive and independent evidence to the contrary, I can't hold MFL responsible for the problems Mr B has experienced with it".

I asked each party to let me have further information, that I'd not already seen, that they'd like me to consider. And I asked that this be sent to me by 31 December 2025.

I've received no further submissions from MFL.

Mr B didn't provide any new information for me to consider, but he did express disappointment with the outcome of his complaint.

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 considered all of the evidence again, I have reached the same conclusions as set out in my provisional decision and for the same reasons. I simply cannot conclude that the car supplied by MFL was not of satisfactory quality.

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 B to accept or reject my decision before 30 January 2026.

Andrew Macnamara
Ombudsman