

The complaint

Mr I is unhappy about charges MotoNovo Finance Limited (MotoNovo) asked him to pay after he voluntarily terminated his finance agreement.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mr I took receipt of a new scooter in November 2022. He financed the deal through a hire purchase agreement with MotoNovo. He voluntarily terminated the agreement in July 2025 and MotoNovo subsequently sent him a bill for £325 as there was no service history or service book returned with the scooter.

Mr I complained to MotoNovo. He explained that the bike had only covered 24 miles and that it wouldn't require servicing. MotoNovo disagreed, they said the servicing requirements were based on time and distance covered, and they explained that the bike had sold for less than would have been expected if the service book was present.

When Mr I referred his complaint to this service our investigator didn't think the charge had been unreasonable but as Mr I continued to disagree his complaint has been referred to me, an ombudsman, to make a decision.

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.

I agree with the investigator's view of this complaint and for broadly the same reasons.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr I acquired his car under a regulated consumer credit agreement. This means our service is able to consider complaints about it.

I've considered whether it was fair for the business to apply a charge linked to the absence of service history when the motorcycle was returned.

The motorcycle was supplied new and, while it had covered only 24 miles, it was returned several years later, in 2025. By that point, it would reasonably be expected in the used motorcycle market that a vehicle of that age would be accompanied by its service book or service records, even where mileage is low. Service documentation is not only evidence of

maintenance, but also of provenance and care, and its absence can materially affect resale value.

MotoNovo has provided persuasive evidence that the motorcycle was expected to achieve a resale value of £3,125, but in fact sold for £2,080. They've explained that the lack of service history or a completed service book significantly reduced buyer confidence and marketability. I'm satisfied this is a credible explanation and consistent with how vehicles are valued and sold.

While Mr I says servicing was unnecessary due to the very low mileage, that does not address the separate requirement under the agreement to return the vehicle with its documentation. Nor does it negate the impact that missing service records can have on resale value, particularly where the bike was several years old at the point of sale.

Taking everything into account, I'm satisfied that MotoNovo has shown a reasonable causal link between the missing service history and the reduced sale price. In those circumstances, I don't consider the charge to be unfair, and I do not uphold this complaint.

My final decision

For the reasons I've given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 11 March 2026.

Phillip McMahon
Ombudsman