

## **The complaint**

Mr M complains that a car supplied to him on finance with MotoNovo Finance Limited ('MFL') was of unsatisfactory quality.

## **What happened**

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimal formality.

Mr M acquired a used van under a hire purchase agreement with MFL in September 2024, the van was around six years old, and the cash price was £9,950. The van had done around 129,000 miles at the point of supply.

In October 2024 Mr M complained about a possible oil leak – repairs were undertaken and covered by the supplying dealership. In December 2024 Mr M contacted MFL again and advised the clutch and dual mass flywheel needed repair – it was agreed that MFL would assist with repairs by loaning him an amount to cover the costs. Further repairs were carried out in February 2025 by the dealership which was agreed with Mr M and were covered as a gesture of goodwill.

In March 2025, Mr M made a further complaint to MFL. It told Mr M to provide an independent inspection, but nothing was received. The van went on to pass an MOT shortly after and the mileage recorded at this point was around 150,550.

In July 2025 Mr M reported engine issues and the vehicle had now covered around 33,000 miles since inception. MFL commissioned an independent report, the engineer concluded there was a fault, but this wouldn't have been present or developing at the point of sale.

MFL issued its final response in August 2025, in short it didn't uphold the complaint. Based on the age and mileage of the vehicle and the findings of the independent inspection, it didn't think the van was of unsatisfactory quality.

Our Investigator considered the complaint, and, in her opinion, she didn't think the van was of unsatisfactory quality. Based on the vehicles age and mileage she thought the faults that were present would've been down to general wear and tear. Mr M disagreed; he maintained the van was of unsatisfactory quality

As an agreement couldn't be reached the complaint 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've reached the same overall conclusions as our Investigator and for broadly the same reasons. I know this will come as a disappointment to Mr M, but I will explain my reasons below.

I trust Mr M will not take the fact that my findings focus on what I consider to be the central issue as a discourtesy. The purpose of my decision isn't to address every point raised but to set out my conclusions and reasons for reaching them.

This reflects the nature of our service as an informal alternative to the courts. 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 argument to be able to reach what I think is the right outcome.

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 good industry practice at the time.

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

The Consumer Rights Act 2015 (CRA) covers agreements like the one Mr M entered. Because MFL supplied the car under a hire purchase agreement, there's an implied term that it is of satisfactory quality at the point of supply. Vehicles are of satisfactory quality if they are of a standard that a reasonable person would find acceptable, taking into account factors such as the age and mileage of the car and the price paid.

The CRA says that the quality of goods includes the general state and condition, and other things such as its fitness for purpose, appearance and finish, freedom from minor defects and safety can be aspects of the quality of the goods.

Satisfactory quality also covers durability. For vans, this means the components must last a reasonable amount of time. Of course, durability will depend on various factors. In Mr M's case the van was used and covered approximately 129,000 miles when he acquired it. So, I'd have different expectations of it compared to a brand-new van. Having said that, the van's condition should have met the standard a reasonable person would consider satisfactory, given its age, mileage, and price.

It isn't in dispute that there's a fault with the van, Mr M had the van for around 10 months and covered over 33,000 miles. But just because the van requires a repair now, doesn't automatically follow that it wasn't of satisfactory quality when it was supplied.

A vehicle has numerous mechanical and electrical parts which will inevitably wear with age and use. Different parts of a van will have differing expected lifespans, and some will be required to be replaced as part of regular ongoing maintenance. With this in mind I've not seen anything to persuade me that the fuel leak from the injectors and the long-term corrosion of the injector housing which Mr M complains of now failed prematurely or was not reasonably durable given its age and mileage.

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 MFL to put this right.

The CRA 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 MFL can show otherwise. But, where the 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.

Having said this, MFL arranged for an inspection to be carried out by an independent third party. I've seen a copy of the independent engineer's report for the inspection that took place on 1 August 2025. From the information I have, I'm satisfied the van would've travelled around 33,000 miles since supply.

The engineer said:

- *The vehicle has covered approximately 33,000 miles since purchase and passed an MOT after sale, confirming it was road legal and of merchantable quality at the point of sale.*
- *The current injector corrosion and leakage were likely developing prior to sale, though not necessarily leaking at that time due to the protective cover.*
- *The fault has manifested during subsequent high-mileage use and now requires repair.*
- *Given the odometer now reads over 162,000 miles, the level of injector wear and corrosion is consistent with age, usage, and general maintenance expectations.*
- *This type of fault would not reasonably be considered premature on a high-mileage working vehicle.*
- *In our opinion, liability does not rest with the selling agent.*
- *Repairs should be regarded as maintenance associated with long-term use, not as evidence of a defect at the point of sale.*

The independent inspection is, in my opinion, the most persuasive piece of evidence in this case. It was a physical inspection of the van by a qualified motor technician. As such, I'm satisfied the report is reasonable to rely on. Given the contents of the report, in my view, the van was of satisfactory quality when supplied to Mr M.

I've also taken into account that Mr M's van had travelled around 162,000 miles in total by the time this problem happened. This isn't an insignificant amount of mileage and would lead me to doubt whether I could say for certain that the issues with the injectors and the corrosion should not have occurred at that time because of an underlying fault with it at the point of supply. And given that Mr M was able to travel around 33,000 miles, I'm persuaded an inherent fault with a potential leak would have presented itself much sooner.

I'm satisfied that any reasonable person would not expect a van to be as 'new', and for it to have wear and tear commensurate with its age, as well as accepting a greater risk that major components of the van would need to be repaired/replaced sooner than would be expected with a younger van of lower mileage.

I empathise with the situation Mr M is now left in, and I understand why this isn't the outcome he would've wanted. But for the reasons I've explained I won't be asking MFL to take any further action in relation to this complaint.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 27 February 2026.

Rajvinder Pnaiser  
**Ombudsman**