

The complaint

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

What happened

Mr M entered a hire purchase agreement with Motonovo in April 2021 for the supply of a used car. The car was around six years old and had covered around 48,000 miles when supplied.

He's said he raised concerns immediately but the first record I can see of this with Motonovo is 14 May 2021 when he raised his concerns with Motonovo formally. I believe previous contact was with the supplying dealership.

The exact nature of the problems with the car is unclear. Issues have been raised about two tyres and the battery which Mr M chose to go ahead and replace before they could be assessed, and he believes Motonovo should refund him for the costs.

A diagnostic was carried out which listed some fault codes, and alongside this, Mr M originally indicated issues with the misalignment of a radar sensor, a coolant sensor problem, boot wiring and body kit misalignment and an engine misfire. He later said there was also a problem with a sunroof blind, a clicking noise from the gearbox, and a burn in the glovebox.

Motonovo asked him to get a diagnostic report, and in July 2021 they said that the supplying dealership had offered to repair the vehicle for him at no cost to him and to provide a courtesy car. It seems he declined this and asked Motonovo to authorise repairs at his own preferred garage.

Motonovo issued their final response letter (FRL) to his complaint in July 2021 upholding it. They confirmed the supplying dealer were happy to assess the car and carry out all repairs required and offered him £250 for the distress and inconvenience caused while they tried to resolve things. They also confirmed they would cover the cost of the diagnostic report which they asked him to obtain and pay 8% simple interest on this for the time since he'd paid it. They asked him to contact the supplying dealership to arrange repairs.

He declined to reimburse him for the tyres and battery however, as they said he hadn't given them any proof they were faulty or illegal and hadn't given them the chance to assess this themselves.

Mr M brought his complaint to our service, and it was investigated. The investigator said they felt this offer was fair and also referenced that Motonovo had offered for him to reject the vehicle if he preferred as he had raised concerns inside the first thirty days, but he also declined this.

Mr M disagreed and asked for an Ombudsman to make a final decision. He feels he should be reimbursed for the costs he paid for tyres, a battery, some fuel, a hire car, and the

diagnostic, he feels he should be able to get repairs done at his own choice of garage because the supplying dealership are not trustworthy and supplied a car in poor condition, and the delays have caused him considerable distress and inconvenience as well as lost work.

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.

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.

Having assessed the file, I'm a little confused about what Mr M is trying to achieve from the complaint. I appreciate he wants a refund for the tyres and battery he paid for and hire car costs and fuel costs. I'll come onto those issues.

The investigator has tried to explain to him that Motonovo's offers have been fair. Motonovo offered for the car to be repaired, and then they offered for him to reject the car. Under the CRA, these are the only potential remedies I'd expect to see. It seems the car has some issues that mean it was not of satisfactory quality when supplied, but even in the first two or three months while the complaint was being investigated and responded to, Mr M has driven the car for 3,500 miles during the period when he says it is of unsatisfactory quality.

The mileage is noted at around 51,600 on the diagnostic report carried out on 11 July 2025. I have no doubt that the car had/has some issues, but this amount of miles covered shows that he has no claim to any redress for lack of use or lost work.

The diagnostic report itself doesn't have any details about what's wrong, what codes mean, or anything meaningful. It's also not signed where there is a space for someone to sign it.

We are now seven months down the line from when this was all investigated by Motonovo and it's entirely unclear what if any repairs have been done. If I deal with issues raised by Mr M, the courtesy car he was offered while the car was repaired was a more than fair offer. Business don't have to supply a courtesy car, but consumers can be due costs including

refund of monthly payments or the costs of hire cars in some circumstances if a car needs repairs and a courtesy car isn't offered. In this instance, his car is six years old, and he's declined a ten-year-old courtesy car.

I've seen no suggestion or evidence that the courtesy car offered was unsuitable for any reason other than he felt it was too old. I don't think this is a reasonable argument and am satisfied the offer was fair to him. He isn't entitled to a like for like car in age. We may suggest something different if a consumer has a large seven-seat car to transport a larger family and is only offered a small five-seat courtesy car. Or if someone has a petrol car and is only offered an electric one as a courtesy car. But in these circumstances, I am satisfied that the offer to Mr M was fair.

Similarly, Motonovo's responsibilities when a car is of unsatisfactory quality are to offer repairs or rejection. They've offered both here at different times and Mr M has accepted neither. He's asked for reimbursement of a hire car but been able to cover 3,500 miles in less than three months and not presented the car to be inspected or repaired. I'm not persuaded he's entitled to any hire car costs, therefore.

He's asked for fuel costs to be reimbursed, and I'm not sure I even understand what the fuel was for. We wouldn't recommend fuel costs be refunded at all unless there is evidence that a fault is causing a car to use considerably more fuel than normal, and I've seen no evidence or testimony of this in this instance. I won't be recommending any fuel costs are paid to Mr M.

Moving on to the tyres and battery. In balancing the evidence, Mr M has said he reported these immediately, and Motonovo's inaction meant he had to get them replaced himself. But he's provided no evidence that the tyres were below legal tread, and on top of this, tyre tread is something he can inspect himself before the car is acquired, so this should really have been dealt with before signing the finance agreement, accepting the car, and driving it away.

With regards to the battery, if it was dead at supply, the car wouldn't have been able to be driven away. There is no way I can now assess whether any fault happened before he acquired the car, or after. A used car has parts which are worn at varying levels depending on when they were last replaced or if they've even been replaced. For a battery, it's just as likely that he ran the battery flat after taking the car away as it is that there is a fault which meant it died. There is no evidence either way, other than Mr M telling us it was faulty and needed replacing. A battery is a wear and tear part, and even if it's failed a few days after being supplied, I wouldn't find Motonovo responsible for this without proof that it was supplied faulty to him. I'm not persuaded Motonovo need to refund him any costs here.

Mr M has said that the law does not require him to use the supplying dealership for repairs. The law does require him to allow the supplier, Motonovo, to repair the car as they choose, if Mr M wants them to pay for repairs. If they delay this unnecessarily, and he gives them fair opportunity to repair it, he may have the right to repair it elsewhere and be reimbursed, but I'm not persuaded this has happened.

He's complained about the delays of seven months here, but these delays are mostly due to him not accepting any resolution to his complaint. Whilst I agree repairs could have been authorised slightly sooner, the delays in repairs mentioned in the CRA predominantly relates to delays when a car is presented for assessment and repairs, and I haven't seen that he's done this at any point.

Motonovo made a fair offer to have the car repaired. The supplying dealer said they would provide Mr M with a courtesy car while they repaired his car. Motonovo also offered £250 for the distress and inconvenience of being supplied with a faulty car. I am satisfied this was a

fair offer and won't be asking them to do anything more than honour this if it's still required. I don't expect them now to have to accept a rejection of the car on the basis of the complaint so far, as they fairly offered this at the time and it wasn't accepted by Mr M.

Mr M has said when asking for this final decision that Motonovo sold him a defective vehicle and trusting them to rectify it is illogical. I'm afraid this is the law, the CRA gives a business one opportunity to repair a car. If they try, and fail, he has the right to complain again if he feels parts haven't been repaired, or something new has gone wrong, or repairs have failed. Even this depends on whether at that point, the car's condition is deemed under the CRA as being as of unsatisfactory quality. But he has declined to reject the car, declined to allow Motonovo to have it repaired, so there's nothing more I can ask them to do under the relevant law.

There are no circumstances which allow him to get the car repaired where he chooses and just expect Motonovo to pay for the repairs. I also don't think this is fair, just considering it from a fair and reasonable viewpoint.

I don't know if Mr M has continued to use the car without repairs, or had the car repaired by the supplying dealership or had it repaired by his own preferred garage. But I'm not persuaded that Motonovo should have to reimburse him any costs for repairs he's chosen to arrange himself. If Mr M has further issues of satisfactory quality, I'd suggest the fairest route now would be to raise a new complaint. But Mr M needs to be aware that now that he's had the car for more than six months, he will need to provide evidence that any issues were present or developing at the point the car was supplied to him in April 2025, before they are the responsibility of Motonovo to fix.

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 20 March 2026.

Paul Cronin
Ombudsman