

The complaint

Mr S complains about the quality of a vehicle he acquired through a hire purchase agreement financed by MotoNovo Finance Limited.

What happened

In January 2025 Mr S acquired a used car through a hire purchase agreement. The car was around nine years old, and it had travelled about 75,000 miles at the time of supply.

Mr S said the car developed a fault in March 2025 which caused it to go into limp mode. A breakdown provider reviewed the car and diagnosed the problem as an engine misfire. The car was repaired by the dealership that supplied it, with an injector and the clutch sensor being replaced. The dealership said that an ABS light might need further investigation.

Mr S said the same warning lights came on two weeks after the repair, and a breakdown provider again reviewed the car, diagnosing a faulty air flow meter. Mr S complained to MotoNovo about the quality of the car.

MotoNovo arranged for the car to be inspected in June 2025. The car had travelled around 80,000 miles at the time of the inspection. The engineer reported that there was evidence of a significant misfire during a road test, the ESA lamp was illuminated preventing further acceleration of the vehicle, and there was a possible issue with the diesel particulate filter (DPF). The engineer concluded, in summary, that the faults weren't present when the car was supplied to Mr S, but there did appear to be significant faults with the management system and the ESA, preventing the safe and efficient operation of the vehicle.

MotoNovo sent Mr S their final response to his complaint in June 2025. They said the engineer concluded the faults weren't present when the car was supplied, and so they didn't uphold his complaint.

Unhappy with this response, Mr S brought his complaint to this service for investigation.

Our investigator asked the engineer that inspected Mr S's car to comment on its durability. The engineer said Mr S's car was considered to be in an unsatisfactory condition due to a significant misfire still present, and an ESA fault present. But it was not unreasonable to assume that as these faults appeared around 2,900 miles after Mr S acquired the car, they likely developed after Mr S acquired the car.

Our investigator gave their view that both the early fault that was repaired and the recent fault made the car of unsatisfactory quality at the time it was supplied to Mr S, and as a repair had already been attempted, he was now entitled to his final right to reject the car. Our investigator asked MotoNovo to end the agreement and take the car back, remove any adverse information about the agreement from Mr S's credit file and pay Mr S £250 compensation for the distress and inconvenience caused.

MotoNovo didn't agree. They said it was reasonable to expect some level of wear and tear in a vehicle of this age and mileage. They said the faulty mass air flow sensor (MAF) is not

connected to the injector and so the faults are not related, with the MAF fault likely being due to fair wear and tear of the vehicle, and so it didn't make the car of unsatisfactory quality when it was supplied.

Our investigator remained of the opinion that the fault to the MAF made the car of unsatisfactory quality at the time it was supplied to Mr S, and so even if the faults weren't linked, which they remained of the opinion they were, Mr S was still entitled to his final right to reject the car.

I issued a provisional decision on this complaint in December 2025. I made the following provisional findings:

In considering what's fair and reasonable, I need to have regard to the relevant law and regulations. The agreement in this case is a regulated hire purchase agreement – so we can consider a complaint relating to it. MotoNovo as the supplier of the goods under this type of agreement is responsible for a complaint about their quality.

The Consumer Rights Act 2015 (CRA) is relevant to this complaint. It says that under a contract to supply goods, there is an implied term that the "quality of the goods is satisfactory"

To be considered "satisfactory" the goods would need to meet the standard that a reasonable person would consider satisfactory – taking into account any description of the goods, the price and other relevant factors. Those factors, in the case of a car purchase, will include things like the age and mileage of the car at the time of sale, and the car's history. The quality of the goods includes their general condition and other things like their fitness for purpose, appearance and finish, safety and durability.

Here the car was acquired used with a cash price of around £5,000. It was about nine years old and had travelled around 75,000 miles at the time of supply.

When a person acquires a used car like Mr S's, it's reasonable to say that the expectation of quality is lower than that of a new or lower mileage second-hand car. The price for the vehicle is lower, and this is reflective of the fact that the car is more road-worn. The chance of encountering an issue sooner, is higher.

I've seen evidence that the first breakdown provider to see Mr S's car diagnosed a misfire, and the engineer that inspected Mr S's car in June 2025 has reported that a significant misfire is still present.

It's not clear what is now causing the misfire in the vehicle. The engineer that inspected Mr S's car reported that it might be a problem with the DPF. I haven't seen any evidence that this is maintenance related, or due to general wear and use of the DPF. I consider that the previous faulty injector replaced by the supplying dealer could've contributed to the blocking of the DPF, as the fault could have caused an increase in soot production.

So, I'm not persuaded that the injector replacement completed by the dealership resolved the fault that Mr S first experienced with the car, and it's reasonable to say that the repair has failed as a misfire still exists.

Considering the age and mileage of the vehicle, I don't think a reasonable person would expect to encounter a fault of this nature, resulting in the need for a replacement injector and possible problems with the DPF, and so I find that the car was of unsatisfactory quality at the time it was supplied to Mr S.

The second breakdown provider to see Mr S's car diagnosed a faulty mass air flow sensor. The engineer that inspected the car reported the sensor to be working, but the issue was likely to be related to the misfire. I'm persuaded by the more detailed inspection of the engineer that there's no fault with the mass air flow sensor.

The engineer also reported that the ESA lamp was illuminated. It's not clear what has caused this fault, but I recognise that this relates to the electronic stability control of the vehicle. The engineer concluded that this fault prevented the safe and efficient operation of the car.

There is no fixed replacement interval or regular servicing schedule for the ESA, it's expected to last for the lifetime of the vehicle and is primarily a safety feature. All things considered, I don't think a reasonable person would expect a fault of this nature in a car of this age and mileage. And so, I'm satisfied that this fault made the vehicle of unsatisfactory quality at the time it was supplied to Mr S, that is that it wasn't reasonably durable.

The CRA sets out the remedies available where goods are considered not to be of satisfactory quality and one of the remedies is to allow an opportunity to repair the goods.

I've seen evidence that a repair was completed by the supplying dealership in the form of an injector replacement, and a fault remains. Even if the current faults are unrelated to the previous repairs, this is not one opportunity to repair each fault. MotoNovo have had an opportunity to repair the goods and return them to a satisfactory condition, and they remain faulty.

In addition, The CRA also sets out that a repair should be done in a reasonable time and without undue inconvenience to the consumer. It's not clear what's caused the fault to the ESA, or what's required to resolve the misfire. It's not clear if a repair will be successful, will be long lasting, or how long it might take to complete. So, it's likely that Mr S will be put to significant inconvenience, in addition to that which he's already experienced. All things considered, I'm satisfied that Mr S is entitled to his final right to reject the car.

Mr S responded to my provisional decision to accept it.

MotoNovo responded to my provisional decision to say they were reviewing it, and they asked for more time for the supplying dealership to provide any comments or evidence, which was granted. MotoNovo asked for a further extension which was declined. No further representations have been made by MotoNovo.

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.

The deadline for MotoNovo to respond to my provisional decision was extended from 6 January 2026 to 20 January 2026, at their request. MotoNovo have told this service that they wished to gather comments and evidence from the supplying dealership, which has led to the delay in their response. I must consider that MotoNovo are responsible for a complaint about the quality of the car, and I'm satisfied that they have had a reasonable opportunity to respond to my provisional decision, with clear deadlines set for this response. I note that MotoNovo were also considering my provisional decision internally, but no response has been provided.

As neither party has raised any new arguments, or sent me new information to consider, for the same reasoning that I set out in my provisional decision, I'm satisfied that Mr S is entitled to his final right to reject the car.

Putting things right

That means that MotoNovo should end the agreement ensuring that Mr S is not liable for monthly payments after the point of collection and they should collect the car at no cost to Mr S, removing any adverse information about the agreement from Mr S's credit file.

Mr S was able to use the car and had travelled around 5,000 miles at the time the report was completed in June 2025. So, I'm satisfied he had use of the car for this period and it's fair for MotoNovo to retain Mr S's normal monthly payments between January 2025 and June 2025 to reflect this use.

Mr S said he was told by the engineer that the car could be driven short distances, and so he limited the use to work and back only. I've seen evidence that since the inspection in mid-June 2025, Mr S has travelled around 13,000 miles in the following six months. This is above what I'd expect from average use, and so I'm satisfied that Mr S has had fair use of the car during this period, and so I'm not asking MotoNovo to refund any of Mr S's normal monthly rentals.

Mr S said his breakdown provider only covered towing the vehicle a certain distance, and he had to pay for it to be towed to the dealership. I've seen evidence that Mr S paid £27 for this service. This cost wouldn't have been incurred by Mr S but for the vehicle being of unsatisfactory quality. So, I'm satisfied that MotoNovo should refund Mr S for this cost, plus interest.

Mr S has been put to distress and inconvenience in being supplied with a vehicle that wasn't of satisfactory quality. He's had to spend time having the faults repaired and find alternative transport when he's been unable to use the car. Our investigator recommended that MotoNovo pay Mr S £250 compensation to reflect this. All things considered, I think £250 fairly reflects the distress and inconvenience caused to Mr S.

My final decision

My final decision is that I uphold this complaint, and MotoNovo Finance Limited must:

- End the agreement ensuring that Mr S is not liable for monthly rentals after the point of collection. (It should refund any overpayment if applicable)
- Take the vehicle back if it hasn't already, without charging for collection
- Refund Mr S for recovery costs of £27, plus 8% simple interest from the date of payment to the date of refund
- Pay Mr S £250 compensation to reflect the distress and inconvenience caused
- Remove any adverse information about the agreement from Mr S's credit file

If MotoNovo considers that it's required by HM Revenue & Customs to withhold income tax from the interest part of my award, it should tell Mr S how much it's taken off. It should also give Mr S a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 18 February 2026.

Zoe Merriman
Ombudsman