

The complaint

Mr R complains about the mis-sale of a vehicle that was supplied through a motor finance agreement with Mitsubishi HC Capital UK PLC trading as Novuna Vehicle Solutions (Novuna).

What happened

In January 2023, Mr R acquired a new car through a hire agreement with Novuna. He was due to make 36 rentals of £360.44, and the minimum hire period was 36 months.

Mr R said that when he acquired the car, he believed it was a brand-new vehicle registered in the same month. He explained that he didn't want to pay for an MOT, which would be due after the first three years. He later received an email from Novuna advising that the MOT was due in October 2025, and this is when he realised the car had actually been registered in October 2022. Mr R believes he was mis-sold the car because he understood it to have been registered in January 2023.

In July 2025, Novuna issued its final response to Mr R's complaint. In summary, it explained that the complaint had been forwarded to the dealership to respond.

Unhappy with Novuna's response, Mr R brought his complaint to this service, where it was passed to one of our investigators to review.

Within its file submission, Novuna said it had sent Mr R a direct debit confirmation email which included the car's registration date. It said that Mr R had replied to this email, and so it was satisfied that he had been informed the car was pre-registered.

In November 2025, the investigator issued their view and recommended that Mr R's complaint should not be upheld. In summary, the investigator concluded that Mr R had been made aware of the car's pre-registration and had not incurred any financial loss as a result.

Mr R didn't accept the investigator's view and said that all the information and documentation provided prior to the sale had indicated the car was registered in 2023. As the investigator's view remained unchanged, Mr R asked for his complaint to be referred to an ombudsman for a final 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.

In considering what is fair and reasonable, I've thought about all the evidence and information provided afresh and the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider to have been good industry practice at the relevant time.

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 R complains about a hire agreement. Entering into consumer credit contracts like this is a regulated activity, so I'm satisfied we can consider Mr R's complaint about Novuna.

The Consumer Rights Act 2015 (CRA) is relevant in this case. It says that under a contract to supply goods, there is an implied term that "*the quality of the goods is satisfactory, fit for purpose and as described*". To be considered as satisfactory, the CRA says the goods need to meet the standard that a reasonable person would consider satisfactory, considering any description of the goods, the price and all the other relevant circumstances.

Mr R told us that he believes the vehicle was mis sold to him because it was presented as a being registered in 2023. Mr R provided a copy of a quotation that was given to him at the time, which he feels supports his assertion that the car was presented as being registered in January 2023.

I would consider a misrepresentation to have taken place if Mr R was told a false statement of fact, that induced him into entering into the agreement when he otherwise would not have.

Mr R refers to a quotation he received prior to the sale, which he says indicated the car was registered in 2023. Having reviewed the quotation, dated 10 January 2023, I note that it shows the model year as 2023. However, it also includes a separate category for the date of registration, which is recorded as "n/a".

I don't consider this to confirm that the car was being presented as registered in 2023. The quotation clearly differentiates between the 'model year' and the 'registration date'. It appears Mr R may have assumed that the model year was the same as the registration year. However, I don't think it would be reasonable to hold Novuna responsible for this assumption, as the quotation makes it sufficiently clear that the registration date is listed separately. Given that the date of registration was marked as "n/a", I think it would have been reasonable for Mr R to query this if it was an important factor in his decision to acquire the vehicle. If this detail had been crucial to him, I would have expected him to seek clarification at the time.

Mr R hasn't provided any other documents to support his belief that he was told the car was registered in January 2023. I also haven't seen any information from the point of sale—such as call recordings or emails—that confirm he was informed of a 2023 registration date.

Taking all the information into account, I'm satisfied that Mr R wasn't told a false statement of fact. It follows that I'm also satisfied the car wasn't mis-sold to him.

In addition, Novuna provided a copy of a welcome email sent to Mr R in February 2023, containing his payment details. The top of the email set out the vehicle's registration and its registration date, which shows it was registered in October 2022. Mr R responded to this email, so I'm satisfied he received it and had the opportunity to review it. Given that the registration date was placed prominently at the top, I think it is reasonable to conclude that he was informed of it. For these reasons, I'm not persuaded that Novuna has acted unfairly.

My final decision

My final decision is that I don't uphold Mr R's complaint about Mitsubishi HC Capital UK PLC trading as Novuna Vehicle Solutions.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 3 April 2026.

Benjamin John
Ombudsman