

The complaint

Mr T complains that a car that was supplied to him under a hire purchase agreement with MotoNovo Finance Limited wasn't of satisfactory quality and that the car's gearbox service was misrepresented to him.

What happened

A used car was supplied to Mr T under a hire purchase agreement with MotoNovo Finance that he electronically signed in October 2024. The price of the car was £13,393, Mr T paid a deposit of £1,567.66 and he agreed to make 59 monthly payments of £264.21 and a final payment of £265.21 to MotoNovo Finance.

Mr T complained to MotoNovo Finance about issues with the car in March 2025 and it arranged for the car to be inspected by an independent expert in June 2025. It then said that it was unable to uphold his complaint as there was no evidence of a point of sale fault. Mr T wasn't satisfied with its response so referred his complaint to this service.

Mr T's complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. He didn't think that MotoNovo Finance had supplied Mr T with a car which was of unsatisfactory quality and he wasn't persuaded that MotoNovo Finance or the supplying dealer misled Mr T about a gearbox service. Mr T then provided further evidence about the gearbox service, but the investigator said that he was unable to safely conclude on balance that the service didn't take place.

Mr T says that he doesn't agree with the investigator's recommendations and he requested that his complaint be escalated for a final decision by an ombudsman. He's provided a detailed response to the investigator's recommendation about the misrepresentation and the quality of the car and he says that he seeks a fair and proportionate remedy, including repair, replacement or rejection of the car.

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.

MotoNovo Finance, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Mr T. Whether or not it was of satisfactory quality at that time will depend on a number of factors, including the age and mileage of the car and the price that was paid for it. The car that was supplied to Mr T was first registered in October 2020, so was about four years old, the hire purchase agreement says that its mileage was 100,100 miles and the price of the car was £13,393. Satisfactory quality also covers durability which means that the components within the car must be durable and last a reasonable amount of time, but exactly how long that time is will depend on a number of factors.

The car had passed an MOT test, with no advisories, in October 2024, before it was supplied to Mr T, and its mileage was recorded as 101,823 miles. Mr T says that within three months

of the car being supplied to him, multiple faults with the car were diagnosed and he's provided diagnostic reports about the fault codes, which include fault codes relating to the direct shift clutch, air quality sensor and indicator. Mr T says that the dealer erased the fault codes without his consent and claimed that the car was fault-free, even though the air quality sensor fault remained active.

Mr T complained to MotoNovo Finance in March 2025 about those issues, and that the credit intermediary had misrepresented to him that the car had had a gearbox service, and it arranged for the car to be inspected by an independent expert in June 2025. The inspection report records the car's mileage as 110,810 miles, so in about eight months since it had passed the MOT test the car had been driven for another 8,987 miles. The inspection report says:

"We were unable to confirm the fault with the clutch tolerance limit, cabin air sensor faulty, data bus error or brakes, heated rear screen faulty and tailgate opens randomly while being driven. We did advise that no road test could be conducted due to the depletion of oil. There was no service history or documentation to show of any previous repairs. From the information provided ... the faults would not have been present or in development at the point of sale".

Mr T has described flaws with the inspection, but it was conducted by an independent expert and I consider that it's fair and reasonable for me to take account of the conclusions of the inspection in making my decision. The car passed an MOT test in October 2025, when its mileage was recorded as 115,986 miles, with the only advisories being about the car's tyres. In twelve months from the car being supplied to Mr T, it had been driven for 14,163 miles.

The car had been driven for more than 101,000 miles when it was supplied to Mr T and it had recently passed an MOT test, with no advisories. I don't consider it to be unreasonable to expect that a car that had been driven for 101,000 miles to have some fault codes and other wear and tear issues consistent with that use. Mr T has been able to use the car to drive more than 14,000 miles since it was supplied to him. I've carefully considered all that Mr T has said and provided about his complaint, including his detailed responses to the investigator's recommendations, but I'm not persuaded that there's enough evidence to show that there are any faults with the car that caused it not to have been of satisfactory quality when it was supplied to Mr T.

Before the car was supplied to Mr T, he asked the credit intermediary to check that the car had had a DSG service and it confirmed that the DSG gearbox had been serviced. Mr T says that the manufacturer has no record of the service and the supplying dealer has confirmed that it wasn't carried out. The supplying dealer said in October 2024, in response to a query from Mr T, that there was no history of a DSG service. The car's service history certificate shows that the car was serviced in May and December 2021, July 2022, and March and October 2023 and the credit intermediary says that the car was serviced in October 2024, before it was supplied to Mr T.

I can understand Mr T's concerns about the gearbox service, but the credit intermediary checked, and then confirmed, that it had been serviced and I don't consider that the evidence that Mr T has provided shows that it wasn't serviced, just that there's no record of that service. I'm not persuaded that there's enough evidence to show that the car's direct shift gearbox service was misrepresented to Mr T or that he was induced into entering into the hire purchase agreement by a misrepresentation. I find that it wouldn't be fair or reasonable in these circumstances for me to require MotoNovo Finance to repair the car or allow Mr T to reject it, or to take any other action in response to his complaint.

My final decision

My decision is that I don't uphold Mr T's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 19 March 2026.

Jarrold Hastings
Ombudsman