

The complaint

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

Mr D is represented in this complaint but for ease of reference I have referred to Mr D throughout this decision.

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 D acquired a used car under a hire purchase agreement with MotoNovo in February 2025, the car was almost nine years old, and the cash price was £8,298. The car had done around 57,000 miles at the point of supply.

Mr D says soon after acquiring the car he began experiencing problems. He said the start/stop function has never worked correctly, although the dealership replaced the battery the problem persisted. He was advised that a long journey might resolve the issue but found it didn't rectify the problem. Mr D had the car inspected by an independent garage who told him that as well as the problems identified with the start/stop function there were other faults with the car.

MotoNovo considered Mr D's concerned but it didn't uphold his complaint. In short it said, based on the findings of the independent inspection it commissioned, the car was of satisfactory quality when supplied.

Our Investigator considered the available evidence and said he didn't think it should be upheld. He said there was no dispute that there was a fault with the car, but he didn't think they were present or developing at the point of supply. Whilst he accepted Mr D raised the failure of the start/stop function soon after acquiring the car, he didn't think there was any persuasive evidence confirming the fault was still present as it couldn't be replicated during the independent inspection.

Mr D disagreed and maintained that the car wasn't of satisfactory quality. In particular he said the start/stop fault was reported within one week of purchase which supports that the fault existed at supply. He questioned the validity of the MOT undertaken in February 2025 as he said faults with both the suspension and exhaust materialised soon after. He also disputed the findings of the independent inspection.

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 D, but I will explain my reasons below.

I trust Mr D 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 into by Mr D is a regulated consumer credit agreement and this Service is able to consider complaints relating to it. MotoNovo 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 D entered. Because MotoNovo supplied the car under a hire purchase agreement, there's an implied term that it is of satisfactory quality at the point of supply. Cars 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 cars, this means the components must last a reasonable amount of time. Of course, durability will depend on various factors. In Mr D's case the car was used and covered approximately 57,000 miles when he acquired it. So, I'd have different expectations of it compared to a brand-new car. Having said that, the car'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 car, both Mr D and the independent engineer confirm faults are present. But simple existence of a fault in itself isn't enough to hold MotoNovo responsible for repairing the car or accepting its rejection.

A car has numerous mechanical and electrical parts which will inevitably wear with age and use. Different parts of a vehicle 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 faults which Mr D complains of now failed prematurely or was not reasonably durable given its age and mileage.

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 MotoNovo can show otherwise. But, where the fault is identified after the first six months, the CRA implies that it's for Mr D to show it was present when the car was supplied.

An independent inspection was carried out in September 2025. I've seen a copy of the

report, the engineer set out its opinion, notably it recommended work needing attention included rear coil springs (offside), exhaust flexi section, AdBlue fault diagnostics, puncture repair, headlight bulb replacement, and an interim service.

In summary of its opinion, listed fault codes were present at the time of inspection, and the nearside rear coil spring corrosion and lack of performance were confirmed. Because there's no dated or mileage-linked evidence showing when the fault codes were first logged, the report concludes that the faults are not considered to have been present at the point of supply.

The report states these faults would prevent the stop - start system from functioning because required criteria aren't being met. Whilst the report confirms there are faults present and there are components which require repair or replacement it concluded that the faults complained of wouldn't have been present or developing when Mr D acquired it.

I've considered Mr D's comments about the findings of the report, and I understand he's questioned its findings. But the independent inspection is, in my opinion, the most persuasive piece of evidence in this case. It was a physical inspection of the car by a qualified motor technician. The findings are supported by clear mechanical reasoning and inspection results. The conclusions made, support that whilst there are faults with the vehicle, they wouldn't be considered to have been present or developing at the point of supply. As such, I'm satisfied the report is reasonable to rely on.

While I do not doubt that Mr D may have experienced an issue with the start-stop function, this could not be tested at the time of inspection due to the vehicle's performance issues. The independent engineer subsequently advised that, if the battery had been replaced, it is likely that this would have resolved the start-stop concern.

Furthermore, the independent engineer confirmed that any fault with the start-stop system would not be linked to the separate performance issues identified. And in any event, the faults identified at the time of inspection didn't render the vehicle to be of unsatisfactory quality.

In my view there is no persuasive or mechanical evidence to demonstrate that the start-stop issue persisted and remained following the battery replacement. On that basis, I am unable to conclude that the vehicle was of unsatisfactory quality due to this issue.

While I acknowledge that Mr D has incurred costs for additional repairs, a degree of maintenance and component replacement is reasonably expected in a second-hand vehicle. In particular, issues with the exhaust, the corrosion and subsequent replacement of the spring coils is consistent with fair wear and tear for a vehicle of approximately nine years old with 57,000 miles.

I understand Mr D has also questioned the validity of the MOT. It's not my role to determine whether an MOT is valid or not, and without evidence of wrongdoing it's reasonable to rely upon MOT records. There is no evidence to suggest the MOT undertaken in February 2025 wasn't valid and so I'm not persuaded that the car wasn't roadworthy at the time of inception.

Mr D has said the burden of proof rests on MotoNovo to prove the car was of satisfactory quality at the point of supply. The instruction of an independent inspection is what's required of MotoNovo in these circumstances and the engineer confirmed the faults it found would not have been present or developing at the point of supply.

In the absence of any other persuasive evidence to the contrary, I'm not persuaded that Mr D's car was of unsatisfactory quality when supplied. So, I can't hold MotoNovo responsible

for the problems Mr D experienced with it.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 20 April 2026.

Rajvinder Phaiser
Ombudsman