

## The complaint

Mr F complains about the quality of a used car he acquired through a hire purchase agreement with MotoNovo Finance Limited (MotoNovo). Mr F says the car had several faults that has led to it needing a new engine. These faults were not disclosed to him at the time of sale.

## What happened

- Mr F's complaint is about the quality of a car he acquired in March 2023.
- The car was used, and it was first registered in June 2017. So, it was just under six years old when Mr F received it. It had covered 67,307 miles.
- Mr F acquired the car using a hire purchase agreement that was started in March 2023.
- The vehicle had a retail price of £24,394.
- Mr F paid a £6,339 deposit meaning £17,995 was financed. This agreement was to be repaid through 59 monthly instalments of £388.70 followed by a final repayment of £389.70.
- If Mr F made repayments in line with the credit agreement, he would need to repay a total of £29,722.
- Mr F complained to MotoNovo saying the vehicle acquired had hidden faults from the start. He thinks the car had malfunctioning diesel particulate filter (DPF) components which in turn damaged the engine, and turbos, and caused them to fail in 2025.
- MotoNovo considered this complaint and it didn't uphold it. It said that as the faults with the car developed later than six months after it was supplied then the onus was on Mr F to show that the faults were present or developing at the time of sale.
- An independent report that investigated the problems with the car said the engine failure was likely due to the maintenance of the car, both due to a lack of servicing and being overfilled with oil, and so MotoNovo wasn't responsible for the engine failure.
- Mr F didn't agree with this and brought his complaint to the Financial Ombudsman Service.
- Our Investigator didn't uphold Mr F's complaint. He concluded that, whilst the vehicle had suffered an engine failure, he wasn't persuaded that any faults were present or developing at the time of sale. And this meant the car wasn't of unsatisfactory quality.

Mr F didn't agree with the Investigator. He said:

- The car wasn't overfilled with oil, and this was incompatible with the evidence provided.
- There was evidence to show the 'stop start' function was not working at the time of sale, and this was linked to the engine problem.
- Our Investigator mischaracterised the findings of the independent report.
- The service gap should not have been relied on by the Investigator as this was not material to the engine failure.

There was some further correspondence, but no new issues were raised. Because Mr F didn't agree, this matter has been passed to me to make 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.

From reviewing everything, I won't be upholding this complaint and I'll explain why below.

In considering what is fair and reasonable, I need to have regard to the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider was good industry practice at the relevant time.

I've read and considered the whole case file, but I won't comment on everything as I will instead concentrate on what I think is relevant to provide the right outcome on your complaint.

The agreement in this case is a regulated hire purchase – 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

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 – considering any description of the goods, the price and all the other relevant circumstances. So, it seems likely that in a case involving a car, the other relevant circumstances a court would consider might include things like the age and mileage at the time of sale and the car's history.

The quality of the goods includes their general state and condition and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of this.

#### About the car

This car was about six years old when Mr F acquired it and it had travelled around 67,500 miles. I think a reasonable person would accept that such a vehicle would probably have

some parts that are worn and would need replacing sooner or later – which is reflected in the lower price paid in comparison to a new vehicle.

But there's also a reasonable expectation that a vehicle will be relatively durable - taking into account its age, price and mileage at the outset. So even though the vehicle wasn't new Mr F should have been able to use it for a reasonable period before it needed significant work.

### Is the car of satisfactory quality?

Mr F has complained about the quality of the car. Below is a summary of the issues complained of by Mr F and the investigation and repair work that has been carried out.

When Mr F collected the car the stop start function wasn't working and this was booked in to be repaired relatively quickly in April 2023. I understand the car was taken by Mr F before the repair was completed as he needed to use it.

Mr F continued to use the car until May 2024, and he's said why this was which wasn't unreasonable, when it was booked into the dealer again to fix the stop start function and perform a vehicle health check. However, the dealer refused to work on the car as it said it had been overfilled with oil by approximately two and a half to three litres. And driving it in this condition could cause damage to the engine.

Mr F then took the car to a second garage in June 2024 after driving around a further 500 miles. The garage didn't identify that the car was overfilled with oil but said it had a severe oil leak from the manifold. I understand the car was serviced at this time and the issues with it were repaired.

I've seen some evidence that work was completed on the car in October 2024 due to '*white smoke from exhaust*'. This was repaired under warranty. And I've seen that a vehicle health check was completed in April 2025.

The car broke down in June 2025 on the motorway and was recovered. The car has suffered an engine failure. It had covered 80,125 miles at this time.

### The independent report

Following the car breakdown in June 2025 and as part of the complaint process, the car was inspected by a third party investigating company. It found that there were no inherent design problems with the DPF and that this hadn't caused the problems with the engine.

The report said that an engine failure would not normally be expected at this mileage if the vehicle had been maintained in accordance with manufacturer recommendations.

However, the report also said:

*'After 20,000 miles has been covered engineering evidence alone will not support the condition was pre-existing at that time...'*

It went on to say that the failure was not consistent with known issues affecting this model and the fault would not have been reasonably foreseen by the manufacturer. It did think the lack of servicing may have contributed to the engine failure.

And following further queries, the independent reporting company clarified that:

*'It is our opinion that the engine oil overfill could reasonably have contributed to the engine failure... the cause of failure is likely due to overfilled oil'.*

I've noted that the independent report said the mileage at purchase was just over 60,000 which seems to be incorrect. But I don't think the report's conclusion would have been different if this was corrected as the car had travelled around 15,000 miles which is still a considerable distance.

Added to this the report identified a servicing 'gap'. That is there is no record of the car being serviced between July 2019 and April 2023 which is almost four years and over 51,000 miles. The car was serviced regularly after this. The report said this lack of servicing could have contributed to the accelerated wear of the engine.

So, whilst the failure may have occurred earlier than expected, the independent report did not conclude that the issues that caused the engine to fail were present or developing at the time of sale. It has essentially concluded that the engine failure was more likely due to how the car was maintained.

I don't think it's disputed that the car has a fault, and this has led to it needing a new engine (and related parts). The complaint is mainly about whether this was due to an inherent defect that was present when the car was supplied to Mr F. Or whether the car was of satisfactory quality and the problem with the engine can be fairly said to be due to the prior usage and maintenance of the car.

Mr F's initial complaint was that the DPF was inherently faulty, and this led to the problems with the engine. But the independent report has confirmed that this isn't the case. I think it's reasonable to rely on this, and in the absence of further evidence to support what Mr F said, to say that the car breakdown wasn't caused by these parts of the car failing.

I think the evidence does point to the car not being maintained as expected and needed. And there are two main issues to consider here, that is the service history of the car and whether it was overfilled with oil while Mr F was using it. Both could lead to the engine problems that led to the car breaking down.

#### The service history of the car

As I've said above, there is a gap in the manufacturers service history. Whilst there is this gap, this doesn't mean that the car wasn't serviced at all. Not servicing a vehicle over this length of time and mileage would likely lead to significant damage or wear. It seems unlikely to me that Mr F would be able to drive it for a further significant distance when he acquired the car if it hadn't been maintained at all over this period. I'm not persuaded that any 'gaps' in the service history of the car are instrumental in the engine problems the car had in 2025.

#### Was the car overfilled with oil while Mr F was using it?

When Mr F took the car to have the stop start function repaired (for the second time) the dealership wouldn't work on the car as it said it was overfilled with oil by around two to three litres. On given this information the independent reporting company has confirmed that this would be consistent with the damage that was caused to the engine.

Mr F says the car didn't have too much oil in it, and this was confirmed around a month later when he took the car to a garage which said it wasn't overfull of oil, but it did have a 'severe' oil leak.

Mr F has said that a vehicle can't have both a severe oil leak and be overfilled with oil. I can see what he is trying to say here, but if the car was leaking oil to the degree that it couldn't be overfilled, I'm not sure how it could be driveable. And I understand Mr F did drive the car for around a month after being told it was overfilled with oil.

On balance I'm persuaded that it was overfilled with oil and it follows that I think this is the most likely cause of the engine problems, rather than a defect that the car had at the time of sale.

The car was sold with a defective start/stop system and this doesn't seem to have been repaired. Mr F did book the car in to be repaired, but I understand he needed it back before the repair was completed. He didn't take the car back to the dealership for over a year after this. I'm not persuaded that the stop start function not working was connected to the problems with the engine in 2025. There doesn't seem to be a link with this issue and the engine failure.

I can see that Mr F doesn't agree with this conclusion about how the engine failed, but it's my role here to look at the evidence and conclude what I think is the most reasonable.

Given the age and mileage of the vehicle at supply, and that Mr F was able to use the vehicle for a long period of time, and the independent reports conclusions. I'm not persuaded that the engine failure has been shown to have been present or developing at the time the vehicle was supplied in March 2023. So, I'm not persuaded that the car had problems with the engine when MotoNovo supplied it to Mr F.

#### Should Motonovo pay for the storage costs of the car?

As far as I can see the car has been repaired and is due for collection. Mr F has agreed to pay for part of these repairs. I've seen the email from a garage from November 2025 confirming that the vehicle had been repaired and was awaiting collection. The email also set out that the warranty provider would contribute £14,851.51 and that Mr F would pay £11,006.71. I've not seen anything to show that Mr F shouldn't pay for these repairs.

From that point, the vehicle was usable and available. The hire purchase was still in place. I'm not persuaded that the continuing storage costs arose because of anything MotoNovo's did or didn't do, so I don't think it should pay them.

#### **My final decision**

For the reasons set out above, I don't uphold Mr F's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 11 May 2026.

Andy Burlinson  
**Ombudsman**