

The complaint

Mr P complains about the quality of a car he has been financing through an agreement with MotoNovo Finance Limited, who I'll call "MotoNovo".

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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.

I know it will disappoint Mr P, but I don't think there's sufficient evidence this car was misrepresented to him. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

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 P acquired his car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

Section 56 of the Consumer Credit Act (1974) is relevant here. In broad terms this means that any negotiations between Mr P and the dealership or credit broker, are deemed to have been conducted by the dealership or credit broker as an agent of MotoNovo.

If Mr P was given a false statement of fact or law, and if that false statement was a significant reason why he entered into the agreement, I may think the agreement had been misrepresented to him.

Here, Mr P says he told the dealership that the car would be required for long journeys and that it clearly wasn't as he says it was unreliable and had already covered significant mileage.

He's not provided any further evidence to corroborate his assertion and the dealership haven't agreed that was the case.

There's nothing in the contractual paperwork that suggests the dealership told Mr P the car was especially capable of long journeys. So, I don't think it would be fair to suggest a false statement of fact had been made to Mr P on that basis. There's no dispute that the mileage on the agreement was misstated either, so I don't think a false statement of fact was made

on that basis either: it appears that Mr P must have been aware of the mileage on the car when he took receipt of it. I'm not, therefore, persuaded I have sufficient evidence the car was misrepresented to Mr P.

My final decision

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 27 November 2023.

Phillip McMahon
Ombudsman