

## **The complaint**

Miss A complains about the quality of a vehicle she acquired through a hire purchase agreement with MI Vehicle Finance Limited (“MI”).

## **What happened**

Miss A entered into a hire purchase agreement in May 2023 for the supply of a used car. At the time of supply, the car was approaching seven years old and had covered a little over 72,000 miles. She’s told us about some issues she had initially with the car, which resulted in some repairs by the dealership in July 2023 with brake pads and discs replaced, and the manifold actuator replaced. She’s told us there was also a noise from the suspension which didn’t appear to have been fixed.

In January 2024 she was involved in an accident and the car was repaired through the insurance. The car was returned to her in March 2024, and she’s told us she was told the tyres were worn and the noise from the suspension was not related to the accident. She arranged for new tyres and was also told an alloy wheel had buckled.

In May 2024 the car passed its MOT with no advisories. The mileage at this point was approaching 88,000.

In July 2024 she took the car back to a main dealer due to a recall. They did a visual check and quoted her for a variety of repairs. Unhappy with this she raised a complaint with MI and they arranged for an independent engineer report to be carried out in September 2024, and this noted the mileage at the time to be just short of 90,000 miles.

The report noted suspension issues, and some poor repairs to the bonnet and bodywork. It also noted a potential oil leak. It concluded that the issues with the suspension would have been present or developing at the point of sale. After MI questioned this further, particularly with regards to the passed MOT in May 2024, the engineer confirmed that these issues would have failed an MOT test or as a minimum been noted as advisories.

On this basis, MI didn’t feel the issues were present or developing at the point of the car being supplied in May 2023. Miss A didn’t agree and brought her complaint to our service. The case was investigated, and the investigator gave their opinion that the car was of satisfactory quality when supplied. They said that they weren’t persuaded by the engineer’s report concluding that the faults were present or developing at the point of sale, as it had been well over 12 months since supply and Miss A had been able to cover more than 17,000 miles since then.

Miss A disagreed with this and asked for an Ombudsman to make a final decision. Whilst awaiting this, she commissioned a further independent engineer’s report. This was carried out in May 2025, so two years after supply, and the mileage noted was almost the same as the previous report, now showing 89,851 miles, only 20 miles more than the previous report done in September 2024.

This report said that there were many areas of paint repair on the bodywork which were of

varying quality, noted some of the same issues with the suspension, but also noted that the MOT from 2024 and less than 2000 miles prior to the current mileage didn't note these issues, which they suggested should have at least been an advisory on an MOT test.

They believed there was likely oil leaks based on the oil contamination seen and said that on the basis 17,000 miles had been covered since supply, "*the engineering evidence will not support that these conditions were pre-existing*".

It was also noted that there were poor accident repairs in several areas, but that it wasn't possible to know when these repairs were carried out. The investigator looked at this and said this report didn't change their mind. They said that the report doesn't conclude any repair work was from prior to the car being supplied in May 2023, and that based on the mileage covered since supply, and the MOT carried out in May 2024, they couldn't conclude that the car was of unsatisfactory quality when supplied. The case has come to me for a final decision, therefore.

It's also noted that in June 2025 the car again passed an MOT, with just two advisories about rear brake discs being worn but not excessively, and a front tyre being close to the legal limit.

### **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 the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

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 was good industry practice at the time. Miss A was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

The Consumer Rights Act 2015 ('CRA') says, amongst other things, that the car should've been of a satisfactory quality when supplied. And if it wasn't, as the supplier of goods, MI are responsible. What's satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle's history and its durability. Durability means that the components of the car must last a reasonable amount of time.

The CRA also 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 MI can show otherwise. But, where a fault is identified after the first six months, the CRA implies that it's for Miss A to show it was present when the car was supplied.

So, if I thought the car was faulty when Miss A took possession of it, or that the car wasn't sufficiently durable, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask MI to put this right.

I'm of the same opinion as the investigator in this case. It was more than a year and 18,000 miles before Miss A has complained to MI about the quality of the car when supplied. She's told us about a knocking noise she heard soon into the agreement, but we've seen no corroborating evidence of this issue until much later on.

The reported issues seem to have gone from one thing to another and each time a conversation happens, there seem to be different issues mentioned. The evidence is wildly contradictory, with engineers seemingly drawing conclusions without basis, and then MOT tests not backing up these issues at all. Miss A has provided many comments and concerns whilst the case has been with our service, but the complaint was raised with two main concerns, which were suspension issues and the standard of the bodywork. Miss A believes the car had been in an accident before her ownership and been poorly repaired.

I'll deal with each separately. Firstly, the bodywork concerns. There has been no proof supplied that the car was in an accident before it was supplied. There is evidence of some poor bodywork repairs in both the engineer reports, but as these were both carried out over 12 months after supply, and 18,000 miles after supply, there is no way to prove that any poorly repaired bodywork is from prior to the car being supplied.

Alongside this, some of the photos provided by the engineers show obviously damaged bits of bodywork. When acquiring a car, I'd expect a consumer to spend time deciding whether it is of a standard that they are happy to accept. If any of these were present when the car was supplied, Miss A had the opportunity to look at them and decide whether she wanted the car.

When I consider this alongside the fact that she's confirmed she had an accident in the first year herself resulting from a blown tyre, which also reported the poor condition of the remaining tyres, I can't fairly say that MI should be responsible for any bodywork issues when the car was supplied. The bodywork issues described wouldn't be difficult to spot when considering buying a car, and there is no proof about whether any of the damage occurred before or after supply of the vehicle to Miss A, so I simply can't hold MI responsible for this.

Moving onto the suspension issues, the car has now passed three MOTs without mention of these problems. One just before supply, and two since. As such, whilst there are clearly some parts with wear as identified in the engineer reports, I can't confidently say that these issues are bad enough to make the car of unsatisfactory quality, or that the issues were present or developing at the time the car was supplied.

The CRA, as described above, says that once a car has been supplied for over six months, the balance of proof falls to the consumer to prove that any issues were present or developing at the point of sale, or that the car hasn't proven durable. The car mileage was around 90,000 miles before a complaint was raised with MI, and as such, even if the car has quite significant issues with the suspension, I can't say that these were likely to be present or developing when the car was supplied, 18,000 miles previously.

Whilst there is no specific expected lifespan for suspension parts, it generally boils down to how the car has been driven as to how worn they become. After this number of miles following supply, it's just as possible that they've become worn or faulty in this period, as that they were not of satisfactory quality when the car was supplied. Alongside this we also know the car has been in an accident while in Miss A's ownership, and don't know how much damage may have been caused from that.

Miss A reflects on the knocking noise that she says she reported shortly after the car was supplied, but she went on to drive it for a further 15,000 miles or more after this, during which time it passed one MOT without failures or advisories about the suspension, and has now passed another MOT. She has queried the validity of that 2024 MOT test, but it was

taken to a testing centre of her choice.

Ultimately, the balance of proof falls to Miss A to prove the car was of unsatisfactory quality when supplied. From the evidence provided, I'm not persuaded that this was the case. I empathise with Miss A that she's having issues with the car, but as a car that is now nine years old and has covered around 90,000 miles, I'm not persuaded that these issues are more than wear and tear that has developed during her ownership of the car. I won't be asking MI to do any more here.

### **My final decision**

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 23 October 2025.

Paul Cronin  
**Ombudsman**