

The complaint

Miss Z complains that MI Vehicle Finance Limited (“MI”) rejected her request for recompense for a faulty car.

What happened

In February 2023 Miss Z purchased a second-hand car which was some six years old and had a recorded mileage of 57,165. In February 2024 she contacted MI and said the car had suffered a number of faults. It asked her a few questions including whether she had an independent report. She said:

“When the vehicle was sold to me, the passenger door handle was broken, front wiper was faulty, the display system was malfunctioning. The car was reported to the dealership and the issues took over 4 months to sort. I had asked the vehicle to be checked fully during the service that I paid for in November 2023. The service was completed and worryingly I was told that the vehicle had wrong tyres on it? The tyres have been the same since I purchased the vehicle in March 2023. I had the vehicle checked by the Stockport dealership subsequently as the car was not braking properly and I was told that the callipers were damaged, the wishbone and I had to get this all repaired. More recently, the DPF filter got blocked- the car has only been driven 60k odd miles and these amount of issues should not be incurred at this point. Overall, it has been very expensive for me to continue to repair the vehicle.”

MI says it asked for a copy of the report and repair invoices, but as these were not supplied the case was closed down. Subsequently Miss Z provided a health check dated 21 May 2024, but MI did not consider there was sufficient evidence of any inherent faults.

Miss Z brought a complaint to this service where it was considered by one of our investigators who didn’t recommend it be upheld. He didn’t consider Miss Z had provided MI with sufficient evidence to show the car was defective. The health report she had provided did not support her claims. Miss Z didn’t agree and said she was forced to have the car comprehensively repaired in March 2025 at a cost of some £2,700. The faults were not gradual signs of wear and tear. She also said she had some issues dealt with early on in her ownership of the car. She added that she didn’t consider the health check could be relied on since it was done in May 2024 before some of the issues had emerged and after some work had been done.

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 have noted the arguments and claims made by Miss Z and I do not consider I can uphold her complaint. I will explain why.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard

that a reasonable person would regard as acceptable, taking into account things such as the age and mileage of the car and the price paid. The legislation says that the quality of the goods includes their general state and condition, and other things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

The car supplied to Miss Z was second hand, so I'd expect it to have a degree of wear and tear and to require more repairs and maintenance than, say, a brand new car. So, in order to uphold this complaint, I would need to be persuaded that there was an inherent fault with the car at the point of supply, as opposed to a fault which occurred due to general wear and tear.

Our role isn't to say if there has been a breach of contract or a misrepresentation for a valid claim but to consider if MI has come to a fair outcome based on the evidence it was provided.

The only evidence Miss Z has provided to MI about the state of the car is the health check from May 2024 some 14 months after she purchased it. This shows some minor issues: a track rod dust cover leaking and the rear coil springs were corroded. It suggested the tyres might be replaced and the aircon needed a service. That is what MI was given to assess Miss Z's claim and it reasonably declined it. Nothing it was shown indicated any inherent faults with the car. Miss Z has simply made assertions which MI did not consider was enough to uphold her claim.

In order to explore Miss Z's claims further I have looked at the car's MOT history and this does not suggest there was any inherent fault at the point of sale. MOTs were carried out as follows:

12 January 2023 mileage 57,165 Pass without advisories

2 January 2024 mileage 63,188 Pass with a number of advisories

12 January 2025 mileage 68,959 Pass without advisories

The advisories in 2024 were wear and tear items such as tyres, worn brake discs or worn suspension. None of these indicate that the car was not of a satisfactory condition at the time of sale taking into account its age and mileage. All that I have seen indicates the car needed maintenance and repairs due to normal wear and tear.

In short MI has not been given evidence that supports Miss Z's claims and so I cannot say it was wrong to refuse her claim.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss Z to accept or reject my decision before 28 October 2025.

Ivor Graham
Ombudsman