

The complaint

Mr M complains that the car he acquired through MI Vehicle Finance Limited trading as Mann Island Finance ("Mann Island") wasn't of satisfactory quality. He wants Mann Island to cover the cost of repairs and his financial losses.

What happened

Mr M entered into a hire purchase agreement in February 2024 to acquire a used car. At the time of acquisition, the car was just over five years old and had been driven nearly 20,000 miles. The cash price of the car was £12,348, with monthly payments of £292.76 over the 60-month term of the agreement. This meant that if the agreement were to run to term, the total amount repayable would be £17,566.60.

Mr M told us:

- In June 2024, the exhaust broke because of rust and corrosion and became detached from the car - it was no longer road worthy – but the supplying dealership refused to carry out any repairs;
- in August 2024, he complained to Mann Island. It asked if he'd yet had the car repaired – he hadn't – but he needed to book it in with his local garage soon as he could not manage without the car any longer;
- Mann Island said it would arrange an independent inspection of the car, which he was happy to facilitate, but the available dates for the independent engineer did not tie up with the availability of his local garage for the repairs that were needed;
- the independent engineer's IT systems were unavailable for a short period of time and could not take new bookings – he couldn't wait any longer, and he booked the car in for repairs on 18 October 2024;
- Mann Island said the independent engineer informed it that an independent inspection had not been possible because he'd had the car repaired, so it had been unable to examine the car and determine liability;
- his local garage said the cause of the fault was corrosion and rust resulting in weakened metal and the subsequent break in the exhaust, and there's no way that this corrosion happened recently, it must have been like that for some time;
- he had to pay for the cost of repairs and was without a car for several months before the repairs took place, all of which has been exhausting and mentally draining.

Mann Island rejected this complaint due to a lack of supporting evidence. It explained that an MOT had been carried out in September 2023, and no corrosion or weakness in the exhaust had been identified or noted as an advisory, and the car had only travelled 200 miles between the time of this MOT and when Mr M acquired the car.

Mann Island noted that since supply, Mr M had driven more than 5,000 miles which suggested that the issues he'd experienced were not present or developing at the point of supply. It said it had offered to pay for an independent inspection, but this had not been possible as Mr M would not adjust his repair booking to accommodate this inspection. And it pointed out that rust, corrosion and the wearing of brake pads and discs were simply wear and tear items that should be expected in a car of its age.

Mann Island told this Service that it had booked an independent engineer, but that when they contacted Mr M, he advised he was proceeding with repairs, and because of this, the engineer could not inspect the car, or the parts to determine whether there was a fault, and whether there was a liability here for Mann Island.

Mann Island said it told Mr M that were he to proceed with repairs before an inspection could be undertaken, that would remove its opportunity to investigate the matter. Mann Island said it had noted that the car passed its subsequent MOT in October 2024, without advisories – so it assumed the car had been repaired.

Our Investigator looked at this complaint and said she didn't think it should be upheld. She explained the relevance of the Consumer Rights Act 2015 ("CRA") in the circumstances of this complaint and said that although she accepted there were faults with the car, the age of the car meant it had likely already suffered some wear and tear. But she said that because Mr M had already had repairs undertaken, an inspection had not been possible, and it could not be determined that the faults were present or developing at the point of supply.

She explained the factors that cause rust and corrosion on an exhaust and said that in view of the age of the car, it was more likely than not that the fault he'd experienced with the exhaust was simply a result of normal wear and tear. And she explained that brake discs and brake pads were serviceable items; Mr M's responsibility to maintain and replace as long as the car was in his possession.

Our Investigator concluded that she'd seen nothing to indicate that the car was not of satisfactory quality at the point of supply, and because of this, she couldn't hold Mann Island responsible for what had happened and ask it to reimburse Mr M for the costs of repairs.

Mr M disagreed and questioned the Investigator's interpretation of the CRA. And he said that his garage told him that the exhaust had clear and visible corrosion, so the car was not fit for purpose. Mr M said it was clear that previous poor welding or inadequate repairs prior to his acquisition of the car had resulted in the failure of the exhaust.

Our Investigator looked again at the evidence from both parties, together with the new photographs supplied by Mr M, but said she still didn't think this complaint should be upheld. She explained the relevance of the CRA and explained what it means when the faults are *wear and tear*. And although she accepted that the fault with the exhaust meant the car was unsafe to drive, she explained that this was simply the result of how and where the part failed – not the cause of the fault itself.

Our Investigator reminded Mr M that because an independent inspection had not been possible, she simply had to conclude that it was more likely than not that the issues he'd experienced were a result of natural and inevitable wear and tear.

Mr M disagrees so the complaint comes 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 agree with our investigator – I don't think this complaint should be upheld – and I'll explain why.

When looking at this complaint I need to have regard to the relevant laws and regulations, but I am not bound by them when I consider what is fair and reasonable.

As the hire purchase agreement entered into by Mr M is a regulated consumer credit agreement, this Service is able to consider complaints relating to it. Mann Island is also the supplier of the goods under this type of agreement, and it is responsible for a complaint about their quality.

Under the Consumer Rights Act 2015 ("CRA") there is an implied term that when goods are supplied "the quality of the goods is satisfactory". The relevant law says that the quality of the goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, price and all other relevant circumstances.

The relevant law also says that 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 the quality of the goods. So, what I need to consider in this case is whether the car *supplied* to Mr M was of satisfactory quality or not.

Mann Island supplied Mr M with a used car – it was more than five years old and had been driven around 20,000 miles – so the price of the car was lower than it would've been if it had been supplied new. Because of this I think it's fair to say that a reasonable person would expect that parts of the car might've already suffered wear and tear. And there'd be a greater risk in the future that this car might need repairs and maintenance sooner than a car which wasn't as road-worn when supplied.

I don't think there's any dispute that Mr M has experienced problems with the car - that has been well evidenced by both his testimony and the documents and photographs he's sent us. I've seen clear evidence of the corrosion of the exhaust, and an invoice for the required work to repair it along with work on the brake pads and discs. But just because Mr M has had problems with the car, and things have gone wrong, it doesn't necessarily follow that the car supplied to Mr M wasn't of satisfactory quality.

I've looked carefully at the documents and photographs provided by Mr M's garage – but I've also to take into account that it is not independent in this. The garage was instructed by Mr M; he is its customer; and he paid it to do the work he asked of it.

It's unfortunate that there was no independent inspection of the car before repairs were carried out. Such an inspection would have confirmed the existence of any faults; the likely cause of any identified faults; and would have provided an expert opinion on whether faults were present or developing at the point of supply or were the result of previous failed repairs. The engineer would've also concluded whether the supplying dealership was responsible for anything it found.

But there is no such report, so I'm left to conclude what I think is *more likely* to be the case. And having taken everything into account, I'm persuaded that the problems Mr M complained of are simply wear and tear – that is things that normally occur during the lifetime of a car, and that are the responsibility of the user of the car.

Our Investigator provided a detailed explanation of what causes rust and corrosion on an exhaust – but essentially, it's something that progresses gradually over time and is the result of the car being driven and then parked. And as wear and tear, liability for any subsequent problems falls to Mr M.

Moreover, the MOT that was undertaken just 200 miles before Mr M acquired the car made no reference to these issues – it didn't fail the MOT and there's no mention of these things by way of advisories. And I would've expected that something that Mr M says makes the car dangerous to drive and was present before he acquired the car would've been referenced.

There is an expectation with a second-hand vehicle that there will be some wear to the components and that this will form part of the normal ongoing maintenance and care required. And because I've seen insufficient evidence that persuades me the car supplied by Mann Island was not of satisfactory quality, I can't hold it responsible for the problems that Mr M has experienced.

I know Mr M will be disappointed with the outcome of his complaint, but I hope he understand why I've reached the conclusions that I have.

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 Mr M to accept or reject my decision before 18 November 2025.

Andrew Macnamara
Ombudsman