

## **The complaint**

Miss A complains about the quality of a car supplied to her by MI Vehicle Finance Limited ("MI").

## **What happened**

Miss A acquired a used car in May 2024 through a hire purchase agreement with MI. At this point the car was approaching 3.5 years old and had covered around 44,000 miles.

In February 2025, the car broke down and the breakdown report from the time confirmed that the timing belt had snapped. The mileage at this point was noted by the breakdown recovery as being over 79,000. Miss A says that the recovery mechanic said that the timing belt for this car should be changed at 50,000 miles.

Miss A says she requested the service history for the vehicle at this point which confirmed the timing belt had never been replaced. She also noted that one of the services appeared to have a different and higher mileage noted on it and was unhappy the mileage may have been wrong.

She raised a complaint with MI but hadn't had a response after eight weeks so brought the case to our service. MI told us they didn't intend to uphold the complaint as there wasn't evidence to suggest the issue was present or developing at the point of sale.

An investigator here investigated the case and said that they also didn't believe the case should be upheld. They said that MI had confirmed the timing belt for this vehicle should actually be changed at 62,500 miles, as opposed to the 50,000 suggested by the recovery mechanic, but as both of these occurred after they had supplied the car at around 44,000 miles, there was no requirement for MI to have replaced the timing belt before it was supplied.

They also confirmed that they'd been provided with a garage health check from September 2024 showing the mileage as just over 60,000 and stating that the timing belt was visually checked and was fine, so they were persuaded that the timing belt had failed due to wear and tear and the car was of satisfactory quality when supplied.

They also explained that they had no concerns with the mileage details of the vehicle and were persuaded that the one previous service record that showed a wrong mileage was most likely just a keying error and the correct mileage was recorded at the point of supply.

Miss A had also complained about the fact she believed the service history had been falsified, as she believed a record of a service which she'd tried to evidence wasn't known by the company, but the investigator said they weren't persuaded by this as they didn't believe the details she had asked about matched the service noted.

Miss A didn't agree and sent in further information, and the investigator responded to confirm it hadn't changed their opinion, so the case has come to me for 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.

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 agree with the message Miss A has been given up to this point by the Investigator, and I think they've answered everything correctly. There are two or three key things here which are relevant to why I won't be saying that MI have done anything wrong here. Firstly, the fault has presented more than six months after the car was supplied, and the CRA, as described above, infers that it's for Miss A to prove the issue was present or developing at the point of sale, or that the car wasn't sufficiently durable.

In this case, it was around nine months after the car was supplied when the timing belt has failed. Miss A it would seem has covered an extremely large number of miles in this period, 34,000 miles, and we have proof in the form of a garage health check showing that in September 2024 after she'd covered around 15,000 miles, the timing belt was fine. So, I'm not persuaded the issue was present or developing at the point of sale.

If I consider durability, the timing belt is supposed to be changed by 62,500 miles. This point has occurred during Miss A's ownership of the vehicle, and she hasn't changed it. The timing belt is a wear and tear part which needs replacing to avoid it snapping and causing the kind of problems she has now suffered. I empathise with the issues caused, but I can't say that it's not proven durable, when it's clear it was recommended to be replaced during her ownership, before the issues occurred.

I think the whole argument about the service history is irrelevant to this complaint. If the service history was important to Miss A when acquiring a car, I'd have expected her to want to see it before signing up to the agreement for the car, but she's confirmed she only looked at it when the timing belt snapped.

Equally, this fault which has occurred is not related to any servicing or lack of servicing which may or may not have occurred. The timing belt has a limited lifespan even if the car is fully serviced and should be changed by 62,500 miles. Miss A didn't arrange for this to happen, and as such, whatever services had or hadn't happen previously doesn't matter, she's missed the interval to carry out required maintenance.

I'm not persuaded by her argument that one of the noted services might not have happened and was wrongly recorded, and equally, I'm not persuaded that it changes anything in relation to this complaint even if the service she has concerns about didn't happen. It didn't impact her decision to acquire the car as she didn't check the service history until nine months later, and as discussed, the servicing or lack of has had no bearing on the timing belt failing, as it's failed in a normal timeframe, due to not being replaced. It hasn't failed prematurely.

I also agree with the investigator about the mileage most likely being correct at the point the car was supplied. One service record has a higher mileage noted, but after that there are MOT records and several further service records which are fine, and I'm persuaded this would most likely have just been a keying error on the one service record.

Alongside this, again, even if the mileage was higher than she believed when entering the agreement, she hasn't replaced the timing belt at the point she believed the car passed 62,500 miles, otherwise she'd have replaced it before it snapped. So, whether the car had covered more miles than she believed isn't relevant to the fault or the complaint here. But for clarity, I'm not persuaded that the mileage was wrong here.

I empathise with the issues Miss A has suffered after the timing belt has snapped, but I'm afraid they aren't the responsibility of MI. The recommended time to change the timing belt was 62,500 miles, Miss A didn't arrange for this to be done, and this is what has led to it snapping and the knock-on issues with the engine. I won't be asking MI to do anything 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 30 December 2025.

Paul Cronin  
**Ombudsman**