

The complaint

Mrs H is unhappy with the quality of a car financed by a hire purchase agreement from MI Vehicle Finance Limited trading as Mann Island Finance.

What happened

In December 2022, Mrs H entered into a hire purchase agreement with Mann Island for a used car. The car was around four years old and had been driven for 66,990 miles. The cash price was £23,400.

After Mrs H acquired her car, she returned it to the dealership multiple times for a variety of issues. The details of the problems are familiar with both parties, so I won't list them all here. Some of these issues included replacement to the brake discs and pads, and auxiliary belt. As well as this, Mrs H experienced repeated issues with the tyre pressure monitoring system (TPMS.) In summary though, every time Mrs H's car was returned to the dealership, it was repaired by them free of charge. They also kept her mobile by supplying her with a courtesy car. Although, Mrs H has said the car supplied was not always suitable for her needs.

Mrs H feels there is still an issue with the TPMS despite multiple repairs. She's asked to reject the car because she doesn't feel it is of satisfactory quality. She also says she has experienced financial losses because of the number of times her car has been in for repairs and would like Mann Island to pay her these.

Mrs H registered a complaint about what happened. She says she was told she didn't have to make payments while the complaint and issues were ongoing. Mann Island has said they have no record of telling Mrs H this.

They also issued a final response letter saying they would refund her a diagnostic fee she had paid and offered her £250 for the distress and inconvenience that had been caused. Mann Island didn't feel there was any further outstanding issues with the car and said that without evidence from Mrs H, they couldn't award her any financial losses.

Unhappy, as she said the TPMS warning light was still showing, Mrs H referred her complaint to our service. One of our investigators looked into everything for her. He said he didn't think Mann Island needed to do anything further.

Dissatisfied, Mrs H asked for an Ombudsman's decision, so the case has been passed to me to review.

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.

Quality of Mr's H's car

Mrs H acquired her car using a hire purchase agreement and so The Consumer Rights Act 2015 ("CRA") is a relevant legislation for this complaint. The CRA sets out expectations and

requirements around the quality of goods supplied. In summary, goods should be of satisfactory quality. Section 9 of the CRA says that goods are of satisfactory quality if they meet the standard that a reasonable person would consider satisfactory. When considering the quality of a car, the age, mileage and price are things that need to be taken into account.

There is no dispute that Mrs H's car has been in for multiple repairs since she acquired it. I've noted that some of these repairs were for things I wouldn't have expected the dealership to repair under the CRA. For example, in January 2023 the discs and brake pads were replaced. The car had travelled 67,873 miles at this point. And considering this, the car's age and that these are wear and tear items, I wouldn't have expected the dealership to have covered these repairs.

I've carefully considered the job notes supplied by the dealership and can see that for the most part, the issues Mrs H experienced since she acquired the car were repaired. Mrs H has said she is still experiencing issues with the TPMS warning light coming on. She says the light comes on even though her tyre pressures are fine.

I can see that the dealership has changed the sensors on each wheel and the main module unit. They've agreed the fault was ongoing but believe it is now fixed. They've suggested issues with the TPMS is more due to Mrs H's driving style rather than because of the quality of the car.

Mrs H says the TPMS light still comes on periodically, but I haven't seen any persuasive evidence of this. Nor have I seen any persuasive evidence to suggest that it is occurring because of a problem with the quality of the car. I say this because I've considered that full repairs have been carried out, and the last time the car was at a garage, they couldn't locate a fault with them.

Bearing all this in mind, I don't think a reasonable person would say the car is of unsatisfactory quality under the CRA. So, for these reasons, I don't think Mann Island need to do anything more here.

Missed payments

Mrs H says she was told she didn't need to make payments towards her agreement while all of this was ongoing. I've listened to the calls supplied by Mann Island and considered the correspondence between Mrs H and Mann Island.

After doing so, I can't see any evidence which suggests she was told that she didn't need to make payments.

And so, I don't think Mann Island have done anything wrong regarding this either.

I know this will come as a disappointment to Mrs H. If she is struggling financially, I would expect Mann Island to provide support and treat her fairly when discussing her arrears.

I'm very sorry that my decision doesn't bring Mrs H more welcome news. But in all the circumstances, I don't think that Mann Island has treated Mrs H unfairly or unreasonably here.

My final decision

My final decision is that I don't uphold this complaint for the reasons set out above and so I don't require MI Vehicle Finance Limited trading as Mann Island Finance to do anything

further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 27 October 2025.

Ami Bains
Ombudsman