

## **The complaint**

Miss V complains about the quality of a car she has been financing through an agreement with Toyota Financial Services (UK) PLC (who I'll call TFS). She also says they were unreasonable to report adverse information to her credit file.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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.

I was really sorry to hear about the problems Miss V has been having with her car but I'm afraid I don't think TFS have been unreasonable to reject her complaint. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Miss V acquired her car under a hire purchase agreement. This is a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The Consumer Rights Act (2015) is the relevant legislation. It says that the car should have been of satisfactory quality when supplied. If it wasn't then TFS, who are also the supplier of the car, are responsible. The relevant law also says the quality of goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances.

In a case like this which involves a car the other relevant circumstances would include things like the age and mileage at the time the car was supplied to Miss V. The car here was about six years old and had already completed about 33,100 miles.

An old car with a high mileage will not be expected to be as good as a newer car with a low mileage, but it should still be fit for use on the road, in a condition that reflects its age and price.

The relevant legislation explains that if the fault occurs within the first six months we are to assume it was present at the point of supply, when TFS were responsible for the car's quality, unless they can demonstrate otherwise. But here, the car experienced its current faults after Miss V had been in possession of it for about two and a half years and after Miss

V had been able to drive over 59,000 miles in it. I think the onus is, therefore, on Miss V to demonstrate the faults were present or developing when the car was supplied to her.

I don't think the repair quotations do that; they simply explain what work is likely to be required and how much that is likely to cost. There is no independent expert advice to suggest that the faults the car is currently experiencing were likely to have been developing at the point of supply and, given the extensive mileage Miss V has been able to cover before the faults showed, I think that's unlikely.

The relevant legislation also says we should consider whether goods have proven to be durable. But I don't think the faults Miss V has reported would be unexpected on a car that has covered over 92,000 miles. I think it's more likely than not that they relate to normal wear and tear.

TFS have an obligation to provide truthful reports to the credit reference agencies about Miss V's account performance. Miss V missed two payments on her account. In her letter of complaint, she explained that was because of the business' "negligence" but as I don't think TFS have done anything wrong here I don't think I have reason to ask them to remove the adverse reports they've made.

I'm not, therefore, asking TFS to take any further action.

### **My final decision**

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss V to accept or reject my decision before 10 May 2024.

Phillip McMahon  
**Ombudsman**