

The complaint

Mr M complains that the car he acquired through Toyota Financial Services (UK) PLC ("TFS") wasn't of satisfactory quality. He wants TFS to accept his rejection of the car and cancel his credit agreement.

What happened

Mr M entered a hire purchase agreement in May 2023 to acquire a new car. The cash price of the car was £25,159 and after taking account of his deposit and part-exchange contribution, the total repayable is £31,164.98. The credit agreement was set up with a term of 42 months, and the monthly payments are £380.01.

Mr M says the car supplied by TFS is not fit for purpose. He says:

- The car worked fine until the cold weather in November 2023 when it would not start;
- he had to make use of a well-know roadside recovery business, but battery diagnostics were then delayed until a courtesy car could be provided;
- he had to use this third party on several occasions, and also use his own jump-start equipment because of issues with the car battery;
- the supplying dealership told him that he needed to cover more miles in the car, but it did replace the battery in February 2024 at no cost to him;
- in low ambient temperatures the battery is not able to hold its charge, and with the continuous drain on it because of the car's numerous electronic functions, the battery fully discharges, and the car is not fit for purpose;
- he's been sold a vehicle that is unfit for purpose, and he wants TFS to collect the car and end his credit agreement.

TFS rejected this complaint. It said Mr M first contacted it in April 2024, and although a replacement battery had been provided as a gesture of goodwill and at no cost to Mr M in February 2024, it accepted that he'd continued to experience problems. It explained that the car needs to be driven regularly, and for a reasonable time to ensure that the battery maintained its charge.

TFS said that had the battery been faulty – and Mr M had not provided any evidence to support this position – it would have been replaced under warranty. But where there was no evidence of the battery being faulty, but a replacement was needed due to driving usage or style, it would, subject to certain conditions, allow a single free replacement as a gesture of goodwill. And it made some suggestions to Mr M about techniques he could employ to protect the battery.

Our investigator looked at this complaint and said she didn't think it should be upheld. She acknowledged that there was likely a fault with the car based on the evidence she'd seen, but she explained that the lifespan of a car battery can be reduced in cold weather or if the car is not being driven regularly. She calculated Mr M's mileage to be around 190 miles per month when the fault manifested itself in the winter months, and she concluded that this very low mileage resulted in the battery not being able to fully recharge. She said that in the

absence of any other evidence, she could not conclude that the car supplied by TFS was of unsatisfactory quality.

Mr M disagrees so the complaint comes to me to decide. He says proving a fault with the car at the time of delivery would be virtually impossible for him. He said the car would've been built when there were issues in the global supply chain and global shortage of electrical components, and that it was possible that not all components were of the correct specification.

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. TFS 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.

The CRA also says that, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless TFS can show otherwise. But, if the fault is identified after the first six months, as is the case here, then it's for Mr M to show the fault was present or developing when he first acquired the car.

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 information he's sent us. But just because Mr M has had problems with the car, and things have gone wrong, it doesn't necessary follow that the car supplied to Mr M wasn't of satisfactory quality.

TFS would only be responsible for putting things right if I'm satisfied that the fault was present or developing when the car was supplied – that is to say, the car wasn't of satisfactory quality when Mr M acquired it in May 2023. And I haven't seen anything that shows me that the fault, or its cause, was present or developing when the car was first supplied to Mr M.

I've considered very carefully the subject of *durability*. But, having done so, I can't uphold this complaint. I say this because the complaint about the battery and it's holding of charge

was made in April 2024; more than six months after the car was supplied, so it's for Mr M to prove that there's a fault that existed (or was developing) when he first acquired the car. And I haven't seen anything, for example, an independent engineer's report, that shows me that a fault was present or developing when the car was supplied to Mr M. And this is something that Mr M would need to provide to persuade me otherwise.

This Service does not employ car mechanics, and we're not technical experts in the field of automotive engineering and performance. We rely on independent experts in this field for their advice and insight and expertise. I have however consulted two well-known and well-regarded third-party car recovery businesses, and a well-known high-street retailer of automotive products. And I've noted that they provide the following general advice:

- Battery lifetime is dependent on how the vehicle is used. *"Frequent short journeys prevent your battery from fully recharging...reducing charge capacity over time" ... "Infrequent use of your car...means that your battery deteriorates faster".*
- *"Batteries can go flat because of repeated short journeys, infrequent use, and cold conditions..."*
- *"If your car is left unused for a few days...the battery may not have enough charge to start itself when you next try and start the engine...additionally, if most of your journeys are short...your battery isn't getting chance to fully recharge".*
- *"Most car batteries fail because they don't get the chance to recharge properly".*

Looking at all the evidence I've been given including the low mileage driven by Mr M, particularly in the winter months, I think this is the *most likely* reason for the issues he's faced with the car battery. And I've seen no independent evidence that the car battery had a fault that was present or developing at the point of supply. I'm therefore unable to conclude that the car supplied to Mr M by TFS was not of satisfactory quality and I can't hold TFS responsible for the problems Mr M has experienced with it.

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 16 June 2025.

Andrew Macnamara
Ombudsman