

## **The complaint**

Mr D is unhappy that a car supplied to him under a hire purchase agreement with Toyota Financial Services (UK) Plc trading as Mazda Financial Services ('TFS') was of an unsatisfactory quality.

## **What happened**

In August 2024, Mr D was supplied with a new car through a hire purchase agreement with TFS. He paid a £2,000 deposit and the agreement was for £35,092 over 48 months, with 47 monthly payments of £549.33 and a final payment of £15,120.

Shortly after being supplied with the car, Mr D contacted the supplying dealership about a slight vibration when the car was travelling at 70mph. The tyre pressures and wheel balancing were checked, but this didn't resolve the issue. So, on 5 September 2024, Mr D told TFS that he wanted to reject the car.

After referring the matter directly to the manufacturer, on 12 September 2024 the dealership advised Mr D that the car was fitted with cylinder deactivation technology, which can give the feeling of a vibration above certain speeds. However, this wasn't a manufacturing defect or a fault with the car, and the car was operational. As such, TFS didn't agree that Mr D had the right to reject the car.

Mr D wasn't happy with what'd happened, and he brought his complaint to the Financial Ombudsman Service for investigation. While the matter was being investigated, Mr D sold the car, and he said that he suffered a loss on the sale.

Our investigator said, while Mr D had a short-term right to reject, he could only do so if the car wasn't of a satisfactory quality when it was supplied. However, the investigator didn't think there was any evidence of a fault, and the feeling of a vibration was because of a feature of the car, and not a fault. So, they didn't think the car was of an unsatisfactory quality when it was supplied to Mr D, and TFS didn't need to do anything more.

Mr D didn't agree with the investigator's opinion. He didn't think that the investigator had considered the evidence from the dealership which he said showed there was a fault with the car. He also said that there was no vibration on the (same make and model of) car when he test drove this before entering into the agreement. Mr D referred to the manufacturer's information that said the cylinder deactivation technology works in a way that its not felt by the driver, and he provided a copy of an article by a motoring organisation that said vibrations were usually caused by a fault with the wheel, tyres, steering, or suspension.

The investigator didn't think Mr D's comments changed their view, so Mr D asked for this matter to be passed to an ombudsman 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'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. Mr D 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, TFS 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 TFS can show otherwise. So, if I thought the car was faulty when Mr D 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 TFS to put this right.

The car supplied to Mr D was fitted with cylinder deactivation technology. This meant that, when the car was travelling at a constant speed, two of the cylinders shut down so as to reduce fuel consumption. The manufacturer's brochure confirms this feature, and states that *"the engine shuts down two of the four cylinders with fuel injection and injection timing precisely controlled, so that the cylinder deactivation isn't noticeable to the driver."* Despite this, internet forums show that some drivers have reported a noticeable bump or vibration when the system engages or disengages.

The information about the cylinder deactivation technology is clear that it only engages under certain driving conditions – when the car has a 'light load' and is traveling for some distance at a constant speed. I think it's highly unlikely that these conditions would be met on a test drive, which is usually a shorter journey in mixed traffic conditions. As such, the absence of any issue during the test drive itself cannot be taken as proof there was definitely a fault with the car supplied to Mr D.

It's also the case that, while certain mechanical defects can cause vibrations, it doesn't follow that all vibrations are therefore caused by a mechanical defect. As I've referenced above, many drivers have reported that the cylinder deactivation technology on the make and model of car supplied to Mr D can give the feeling of a vibration.

Mr D has referred to the email correspondence he had with the dealership, which he believes shows the car supplied to him was faulty. Mr D took the car back to the dealership on 14 August 2024, and the wheel balancing was checked. However, on 16 August 2024, he emailed the dealership to advise them the vibration was still present, even though the wheel balancing had taken place.

The car was taken back to the dealership on 29 August 2024, for them to investigate the ongoing vibration. In an email of 12 September 2024, the dealership confirmed they'd referred the matter to the manufacturer, who'd said *"when [the car is in] cylinder deactivation mode it can give the feeling of the vehicle vibrating ... this is not a manufacturing defect."* They also confirmed that the feeling of vibration will reduce dependent upon the type of fuel that was used.

Based on what I've seen, I don't doubt there was a vibration on the car supplied to Mr D, when certain driving conditions were met i.e., it wasn't a constant vibration at all speeds and in all driving conditions. However, what I need to consider is whether that vibration was caused by a fault with the car that made it of an unsatisfactory quality at the point of supply.

I don't think the fact that the wheel balancing was checked on 14 August 2024 proves there was a fault with the car. Mr D has provided the article from a motoring organisation about the common causes of vibration, and I think it's reasonable for the dealership to check to see if the car is suffering from any of these common causes as part of their investigations, hence the checking and rebalancing of the wheels.

However, it's not disputed that the vibration continued after the dealership checked for the common causes, which satisfies me that none of these were present. And the information from the manufacturer shows me that the feeling of a vibration was as a result of the cylinder deactivation technology working as it should, and not as the result of a fault with the car.

The CRA allows for a 30-day short-term right to reject where the goods supplied aren't of a satisfactory quality. For the reasons stated above, I'm satisfied that there wasn't a fault with the car when it was supplied to Mr D – the issue he was experiencing was a characteristic of the car. As such, as the car was of a satisfactory quality when it was supplied, there is no short-term right to reject under the CRA, so TFS acted reasonably by not allowing this.

So, for completeness, I've also considered if there was any misrepresentation. For this to be present there must (a) have been a false statement of fact, and (b) that false statement of fact must have induced, in this instance, Mr D to have financed this particular car with TFS.

As quoted above, the statements made by the manufacturer about the cylinder deactivation technology state that this isn't noticeable by the driver. However, based on Mr D's experience, and the statement made by the manufacturer to the dealership relating to the car supplied to Mr D, I'm satisfied that some drivers will experience the feeling of vibration when the cylinder deactivation is taking place. I'm therefore satisfied that the manufacturer's brochure contains a false statement of fact.

However, I haven't seen anything to show me that Mr D only chose this particular make and model of car because of the cylinder deactivation technology, and that he wouldn't have financed the car had this technology not been present. What's more, Mr D has never said that this was the case. As such, I'm satisfied that the manufacturer's statement that the cylinder deactivation technology wasn't noticeable to the driver had no bearing whatsoever on Mr D's decision to finance this particular car. As such, I'm not satisfied that there was any misrepresentation.

Therefore, and while I appreciate this will come as a disappointment to Mr D, I'm not satisfied that TFS have done anything wrong, and I won't be asking them to do anything more.

**My final decision**

For the reasons explained, I don't uphold Mr D's complaint about Toyota Financial Services (UK) Plc trading as Mazda Financial Services.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 11 September 2025.

Andrew Burford  
**Ombudsman**