

## **The complaint**

Mr C is unhappy with the quality of a car financed using a hire purchase agreement from Toyota Financial Services (UK) PLC.

## **What happened**

In July 2024 Mr C entered into a hire purchase agreement with Toyota for a used car. The car was around six years old and had been driven for 57,486 miles. The cash price was £10,206.50.

Shortly after acquiring the car, Mr C began to experience issues with it, including:

- The steering wheel being difficult to turn;
- A noise from under the car when turning the engine off;
- Vibrations when changing gears;
- A slow puncture; and
- The drivers seatbelt not retracting.

Because of the problems he experienced, Mr C's car was taken back to the dealership for repairs multiple times. These included the replacement of the starter motor, ABS sensor, brakes, and handbrake cable.

On most of these occasions, Mr C was given a courtesy car although there were some days he was without one. On one day it took him a considerable time to get home from the garage after dropping off his car.

Mr C's car was last seen by the dealership in November 2024 when a clutch replacement was carried out. He reported that he was still experiencing issues with the steering and gear change vibrations at this time. The dealership has said they couldn't find anything wrong with these components.

Mr C says there are still issues with the car and so he feels that it was of unsatisfactory quality when he acquired it. Because of this, he wishes for the dealership to exchange it for another vehicle.

After complaining to Toyota about the problems he was having, Mr C was sent a final response letter. It said that because the dealership had carried out repairs and had offered to inspect the car to establish if any other issues were present, they didn't think they needed to do anything further. They said there had been some service failings and so paid him £75 for the distress and inconvenience that had been caused.

Dissatisfied, Mr C brought his complaint to our service. One of our investigators looked into things and said Toyota didn't need to do anything further because repairs had been carried out. However, they didn't think Toyota had paid enough distress and inconvenience to Mr C. They recommended they pay him £250 in total.

Toyota agreed with the investigator's findings. Mr C didn't so he asked for an Ombudsman to make a final decision. And 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.

Mr C acquired his 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.

If quality issues are found after the first 30 days of supply, our service would usually consider it fair and reasonable that an opportunity to repair each individual element is given.

There is no dispute that Mr C had issues with his car shortly after acquiring it. The dealership hasn't disputed that they are responsible for putting these issues right.

Whilst the dealership and Toyota believe the issues are now fixed, this is disputed by Mr C.

I've seen the job cards from the dealership showing they investigated and repaired the issues Mr C reported with his car.

I've considered that the dealership offered to inspect the car to see if they could find any further faults when Mr C reported them. I've also noted that after Toyota's final response was issued, the dealership carried out a clutch replacement and couldn't find further issues.

I've also seen that in April 2024, the car passed its MOT. Some of the issues complained about by Mr C (including the problem with the seatbelt) are things I would've expected to be identified if still present in the car.

So, without any further evidence, I think the initial problems Mr C experienced have been fixed.

Mr C has recently had repairs carried out to the wheel bearing, suspension spring and ABS sensor in September 2025. I've thought about whether these repairs are connected to the repairs carried out by the dealership.

I've noted that Mr C's car had been driven around 71,000 miles at this point. It had also been over ten months since the car was last at the dealership. The report from these repairs doesn't comment on whether they were related to the previous ones. It also doesn't comment on the condition of the car at the point of supply. And so, I'm not persuaded that the most recent repairs show the previous issues Mr C's car had are still present. I also don't think they show the car was of unsatisfactory quality at the point of supply.

Bearing all of this in mind, without further evidence that the problems with the car still exist and are related to the repairs carried out by the dealership, I'm unable to reasonably say that Toyota needs to do anything further. This is because the evidence suggests that the problems which were connected to the quality of Mr C's car have been repaired, and so I think they have been dealt with reasonably under the parameters of the CRA.

Toyota have already agreed to pay Mr C £250 for the distress and inconvenience he

experienced when the car went in for repairs. I think this amount fairly reflects the frustration caused by Mr C having to make multiple visits to the dealership during the first few months he had the car. It also reflects the inconvenience he would've experienced in trying to sort everything out.

### **My final decision**

My final decision is that Toyota Financial Services (UK) PLC should pay Mr C £250 for the distress and inconvenience he has experienced.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 2 January 2026.

Ami Bains  
**Ombudsman**