

## **The complaint**

Mr A complains about excess mileage charges Hyundai Capital UK Limited, trading as Hyundai Finance Contract Hire (Hyundai), asked him to pay.

## **What happened**

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mr A entered into a hire agreement with Hyundai in September 2021 for a car. At the end of the agreement Hyundai charged Mr A £403.66 for excess mileage, as the recorded mileage exceeded the contracted allowance of 60,000 miles by 4,485 miles.

Mr A complained that the car was supplied with a faulty battery at the outset. He said this disrupted his usage and contributed to the excess mileage. He also explained that he requested a mileage amendment in September 2024 and followed the process, but Hyundai failed to apply the change as they didn't receive the signed forms. He said this was a procedural failure and Hyundai did not clearly communicate that the amendment had not been applied.

Hyundai said the excess mileage charge had been applied in line with the terms and conditions of the agreement. It did not receive the signed documentation required to amend the mileage and so could not process the change. It also said it was not made aware of any battery issue during the agreement, and that such matters would ordinarily be dealt with under warranty between the customer and manufacturer. It offered £75 as a goodwill gesture but did not agree to reduce the excess mileage charge further.

When Mr A referred his complaint to this service our investigator did not uphold the complaint. He thought the business had acted in line with the agreement and that it was reasonable to require signed consent before amending the mileage allowance.

Mr A disagreed and asked for an ombudsman's decision. He maintained that Hyundai's process failures and lack of clear communication caused him financial detriment.

## **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 agree with the investigator's view of this complaint, for broadly the same reasons.

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.

It is not disputed that Mr A exceeded the contracted mileage allowance and that, under the terms of the agreement, Hyundai were entitled to charge for that excess mileage. The key issue is whether they acted unfairly in declining to amend the mileage allowance, or in applying the resulting charge.

I've considered the mileage amendment request made in September 2024. The evidence shows Hyundai responded with a quotation and clearly set out that in order to proceed Mr A needed to sign and return the relevant documentation within a specified timeframe. While Mr A engaged with the process, including requesting access details, I have not seen evidence that the signed agreement was returned. In those circumstances, I think it was reasonable for Hyundai to conclude that the amendment had not been accepted and not to implement the change.

I have also considered Mr A's point that Hyundai ought to have followed up or made clear that the amendment had not been applied. More proactive communication may have been helpful, but I do not consider their failure to follow up amounts to unfairness, given the clear instructions and time limits set out in the original communication. It would have been apparent from the continuation of the existing monthly payments that the amendment had not taken effect.

I accept Mr A's account that there may have been a battery problem early in the agreement. This was a regulated consumer hire agreement and as the supplier of the vehicle Hyundai was responsible for ensuring the goods were of satisfactory quality when supplied. But I am not persuaded this point assists Mr A in relation to the excess mileage charge. A battery fault of this kind might reasonably have caused some loss of use of the vehicle for a period, but it would not ordinarily cause the vehicle to accrue more miles than it otherwise would have done. I've also not seen evidence that the issue was reported to the business at the time, or evidence showing any direct connection between the problem and the excess mileage recorded at the end of the agreement. In those circumstances I am not persuaded it would be fair or reasonable to require Hyundai to reduce or waive the excess mileage charge on that basis.

Taking everything into account I do not find sufficient reasons to ask Hyundai to waive or reduce the excess mileage charge.

### **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 Mr A to accept or reject my decision before 29 April 2026.

Phillip McMahon  
**Ombudsman**