

complaint

Mr N complains that a car that was supplied to him under a hire agreement with Volkswagen Financial Services (UK) Limited (trading as Seat Finance) was misrepresented to him because he cannot achieve the quoted fuel economy.

our initial conclusions

The adjudicator did not recommend that this complaint should be upheld. She concluded that the fuel economy was not guaranteed and that there was no evidence that the car was faulty. Mr N says that he chose the car because of its fuel economy but that he is achieving fuel economy that is 40% lower than the test figures quoted for the car. He says that either the car has a fault or the figures are wrong, in which case the car was misrepresented to him. He says that he would not have chosen the car if he had known its actual fuel consumption. He also says that he runs a garage and has owned 36 diesel cars all of which have achieved the fuel economy claimed.

my final decision

I have considered all that Mr N and Seat Finance have said and provided in order to decide what is fair and reasonable in this complaint.

The fuel economy figures quoted for the car have been calculated in accordance with the applicable European Union directive and with the Vehicle Certification Agency's guidance. The manufacturer's literature says that the figures have been officially calculated but that actual fuel consumption may be different for many reasons. There is no evidence to show that the fuel economy figures were not calculated in accordance with the applicable directive and guidance. Neither Seat Finance nor the manufacturer has provided any warranty or representation that the fuel economy figures will be achieved. The car has been inspected and no fault has been discovered. I am not persuaded that there is enough evidence to show that the car was misrepresented to Mr N or is faulty. I therefore do not consider that it would be fair or reasonable for me to require Seat Finance to cancel the hire agreement.

For these reasons, my decision is that I do not uphold Mr N's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr N either to accept or reject my decision before 3 September 2013.

Jarrold Hastings

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.