

complaint

Mr C complains that a car that was supplied to him under a hire purchase agreement with Toyota Financial Services (UK) PLC was misrepresented to him.

background

A new hybrid car was supplied to Mr C under a hire purchase agreement with Toyota Financial Services which he signed in October 2012. He was unable to achieve the mileage that was referred to in the car's brochure so complained to the dealer. He then complained to Toyota Financial Services but was not satisfied with its response so complained to this service.

The adjudicator did not recommend that this complaint should be upheld. She did not feel that there was sufficient evidence to demonstrate that Mr C had been misled by the salesperson at the point of sale and therefore induced into the contract.

Mr C says, in summary, that the brochure states that the car was capable of reaching up to 15 miles on an electric charge and that he paid an extra £3,000 in the belief that the fuel savings would recompense the additional outlay.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

The brochure for the car says that: *"...it can travel solely on electric power for up to 15.5 miles ..."*, and that: *"Fuel consumption values quoted throughout this brochure are determined according to EC Directive 1999/100/EC. The results do not express or imply any guarantee of actual fuel consumption"*.

The car has been inspected by Toyota Financial Services and no fault has been found. I have seen no evidence to show that the quoted fuel consumption value was not determined in accordance with the applicable directive. Although neither Mr C nor Toyota Financial Services has been able to drive the car for 15.5 miles on a single charge, I am not persuaded that there is enough evidence to show that there has been a breach of contract or misrepresentation by Toyota Financial Services. I therefore do not consider that it would be fair or reasonable for me to require Toyota Financial Services to pay any compensation to Mr C or to take any other action in response to his complaint.

my final decision

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

Jarrold Hastings
ombudsman