

complaint

Mrs D complains that a car that was supplied to her under a hire purchase agreement with BMW Financial Services (GB) Limited doesn't achieve the quoted fuel economy. She is being helped with her complaint by her husband.

background

A car was supplied to Mrs D by BMW Financial Services under a hire purchase agreement dated in October 2015. The advertisement said that the car was capable of achieving 58mpg. But Mrs D was achieving roughly 32mpg. So she complained to the dealership and then to BMW Financial Services. She wasn't satisfied with BMW Financial Services' response so complained to this service.

The adjudicator didn't recommend that this complaint should be upheld. She said that the fuel economy information was included in the promotional material and that the dealership hadn't provided misleading information. She said that the fuel economy was quoted on the basis of an assessment in test conditions in line with industry standards. And the car had been assessed by the dealership but not found to be faulty. So she concluded that she was unable to ask BMW Financial Services to allow Mrs D to reject the car.

Mrs D's husband – on her behalf - has asked for this complaint to be considered by an ombudsman. He says, in summary, that the promotional materials give the impression of a powerful and yet efficient car and that Mrs D's car seems to have worse fuel economy than another at the dealership. He says that Mrs D and he are extremely disappointed in the car on a number of points but the fuel consumption was something they couldn't believe when they first got the car (which had been described with the words: “... *the low- friction engine is impressively fuel-efficient*”).

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The fuel economy figures for cars must be calculated in accordance with the applicable European Union directive and with the Vehicle Certification Agency's guidance. The promotional materials for Mrs D's car say that: further data about the fuel consumption is available; the figures have been officially calculated; and that actual fuel consumption may be different for many reasons.

Neither Mrs D nor her husband has provided any evidence to show that the fuel economy figures weren't calculated in accordance with the applicable directive and guidance. And neither BMW Financial Services 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 found. So I'm not persuaded that there's enough evidence to show that the car was misrepresented to Mrs D or is faulty. And I find that it wouldn't be fair or reasonable in these circumstances for me to require BMW Financial Services to cancel the hire purchase agreement or to take any other action in response to Mrs D's complaint.

my final decision

For these reasons, my decision is that I don't uphold Mrs D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 31 October 2016.

Jarrold Hastings
ombudsman