

The complaint

Mr H complains that a car supplied under a hire agreement with SG Fleet UK Limited was misrepresented to him and wasn't of satisfactory quality.

What happened

In February 2022 Mr H entered into a hire agreement with SG Fleet and placed an order for a car, which was delivered to him in December 2022.

Mr H says he made clear his requirements for a car which could facilitate roof bars because he wanted to transport mountain bikes.

When Mr H got the car, he discovered that it would facilitate roof bars. Mr H also experienced ice forming on the inside of the car during cold weather. He raised a complaint with S G Fleet.

In response, SG Fleet said it wasn't upholding the complaint. It acknowledged that when Mr H first enquired about the car, he said he needed a car which could facilitate roof rails. SG Fleet said that Mr H didn't order a car until several months later and that at the time of ordering, there were no discussions about roof rails and Mr H had confirmed that the car met his requirements. In relation to the issue with the ice forming inside the car, SG Fleet said that Mr H should book the car in for repair at the dealership.

Mr H wasn't happy with the response and brought his complaint to this service.

Our investigator didn't uphold the complaint. He said there was no evidence that there had been a misrepresentation about the car's suitability for roof rails.

Mr H didn't agree so I reviewed the complaint. I issued a provisional decision in which I said that although it was accepted that Mr H mentioned roof bars in general terms in June 2021, there was no evidence that roof bars had been discussed after this date. It was several months later that Mr H chose a car and placed his order, and there was evidence to suggest that Mr H had test driven the car that he'd chosen. I said that taking this into account, I was satisfied that Mr H had a reasonable opportunity to satisfy himself that the car had the features he wanted.

I listened to the available call recordings of the conversations between Mr H and SG Fleet. During the call on 11 February 2022, SG Fleet asked Mr H to confirm that he was happy that the car he'd chosen met his requirements and included any specific features that he wanted. Mr H confirmed that it did.

I said that based on what I'd seen there wasn't enough evidence for me to conclude that SG Fleet had made an untrue statement of fact about the car's suitability for roof rails. So, I couldn't say that there had been a misrepresentation.

I went on to consider the issue regarding ice on the inside of the car. Mr H said that he'd tried to book the car in at the dealership but that he'd been asked to pay for a courtesy car

whilst his car was being repaired which he wasn't happy to do. Mr H said he'd asked SG Fleet to make arrangements for the car to be collected from him and taken to the dealership for repairs, but he hadn't heard back.

I said it appeared to be accepted that there was an issue with ice forming inside the car and that repairs were needed. I didn't think it was unreasonable for Mr H to require a courtesy car whilst his car was being repaired because the dealership was a long way from Mr H's home. I concluded that it was fair to ask SG Fleet to cover the costs of a courtesy car for Mr H whilst his car is being repaired by the dealership.

I invited both parties to let me have any further evidence of arguments they wished to raise.

Neither Mr H nor SG Fleet responded to my provisional decision.

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.

Neither party has responded to my provisional decision. I don't have any additional evidence or arguments to consider. In the circumstances, I see no reason to reach a different conclusion to that set out in my provisional decision.

Putting things right

To put things right SG Fleet UK Limited must refund Mr H any hire costs or insurance costs he pays to the dealership in connection with a courtesy car whilst his car is being repaired.

My final decision

My final decision is that I uphold the complaint. SG Fleet UK Limited must take the steps I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 8 February 2024.

Emma Davy
Ombudsman