

The complaint

Mr M complains that a car that was supplied to him under a hire agreement with Leasys UK Limited wasn't of satisfactory quality.

What happened

A new car was supplied to Mr M under a hire agreement with Leasys that he electronically signed in June 2021. He agreed to a fixed hire period of 48 months and to pay a monthly rental of £278.62 and a monthly service charge of £1.28. Mr M complained to Leasys about issues with the car but it responded to him in November 2023 and said that it didn't agree that the car was supplied to him with the faults that he'd highlighted.

Mr M wasn't satisfied with its response so complained to this service. His complaint was looked at by one of this service's investigators who, having considered everything, didn't think that it should be upheld. She said that she wasn't persuaded that the car that was supplied to Mr M was of unsatisfactory quality when it was supplied, or that Leasys had treated him unfairly in some other way.

Mr M provided video evidence showing issues with the car's infotainment system but the investigator said that the evidence didn't show whether the issue was present or developing at the time of supply and would've made the car of unsatisfactory quality so that Leasys would be responsible for it. Mr M then paid £80 for the car to be assessed by another garage in March 2024 and he said that the report confirmed that there's a problem with the car's navigation system but it was unable to solve it and it said that it's a common problem with that manufacturer's cars.

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.

Leasys, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Mr M. Whether or not it was of satisfactory quality at that time will depend on a number of factors, including the age and mileage of the car and the price that was paid for it. The car that was supplied to Mr M was a new car and I consider that it was reasonable for him to expect that it would be free from even minor defects.

The car was returned to the dealer in February 2022, nearly eight months after it was supplied to Mr M, because of a warning light and a scraping noise. The job card shows that the car's mileage was 4,521 and that the issues were repaired under warranty. I consider that to have been a fair and reasonable response to those issues and I don't consider that they caused the car not to have been of satisfactory quality when it was supplied to Mr M.

The car was returned to the dealer again in July 2022 for its first annual service and no issues are referred to on the job card. The car was returned to the dealer in July 2023 for its second annual service and an issue with a different warning light was noted on the job card

and it was repaired under warranty. The job card shows that the car's mileage at that time was 14,101.

Mr M complained to Leasys about issues with the car and it said in its final response to him in November 2023 that he'd complained about a fault with the infotainment system, ongoing issues with the key fob and an issue with the steering. The dealer said that Mr M hadn't booked the car in for it to investigate a steering issue and continued to use the car.

Mr M has provided video evidence of issues that he's having with the car's infotainment system but I've seen no evidence to show that he'd complained about issues with the infotainment system or the key fob before he complained to Leasys. Mr M then paid £80 for the car to be assessed by another garage in March 2024 and he said that the report confirmed that there's a problem with the car's navigation system but it was unable to solve it and it said that it's a common problem with that manufacturer's cars. He's provided screenshots from the garage's report and I can see no reference to any issues with the car other than a red warning about the front tyres, which would be a wear and tear issue.

I'm not persuaded that an issue with a car's infotainment that started more than two years after a car was supplied to a customer would be likely to cause the car to not have been of satisfactory quality when it was supplied to that customer. And I'm not persuaded that there's enough evidence to show that the car that was supplied to Mr M by Leasys wasn't of satisfactory quality when it was supplied to him. Nor am I persuaded that there's enough evidence to show that Leasys has treated Mr M unfairly or unreasonably. I find that it wouldn't be fair or reasonable in these circumstances for me to require Leasys to allow Mr M to reject the car, to end the hire agreement or to take any other action in response to his complaint.

My final decision

My decision is that I don't uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 19 November 2024.

Jarrold Hastings

Ombudsman