

## **The complaint**

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

## **What happened**

A new car was supplied to Mr B under a hire agreement with SG Fleet that he electronically signed in March 2023. The minimum period of hire was 36 months and Mr B agreed to make monthly hire payments of £821.33 and service charge payments of £81.04 to SG Fleet. Mr B complained to SG Fleet about noise from the car's brakes in December 2024 but it said that the noise was brake pad related, likely due to brake dust, road debris, or salt buildup, was consistent with normal wear and tear and didn't indicate that the car was unfit for purpose. It recommended scheduling a service appointment for further inspection and necessary maintenance and said that it was unable to accept a return of the car.

Mr B 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 recommend that it should be upheld. He said that he was unable to confirm that there was a fault with the car so he was unable to conclude that SG Fleet supplied him with a car that was of unsatisfactory quality. He didn't think that it would be fair or reasonable to ask SG Fleet to accept rejection of the car.

Mr B didn't accept the investigator's recommendation and asked for his complaint to be considered by an ombudsman. He says that he can't understand how a squeaky noise every time he brakes isn't a defect on a car that would cost £40,000 that has been serviced twice by the manufacturer, which admitted the defect in writing. He's provided video recordings of the noise from the car's brakes and says that's how the car behaves every single day.

## **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.

SG Fleet, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Mr B. 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 B 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 supplied to Mr B in March 2023 and the dealer's service invoice shows that he complained to it in February 2024 about a squeaking noise when the car's brakes were applied at low speed. It carried out brake burnishing and tested the car and it was then operating as designed. Mr B returned the car to the dealer in October 2024 because of a squeak when reversing and braking. The dealer's service invoice confirmed that there was a squeaking when applying the brakes so it carried out another brake burnish and then confirmed that there was no more squeaking.

Mr B complained to SG Fleet in December 2024 and provided it with a video recording of the noise from the brakes. It identified the noise as brake pad related, likely due to brake dust, road debris, or salt buildup and said that it was consistent with normal wear and tear and didn't indicate that the car was unfit for purpose. It recommended that Mr B schedule another service appointment with the dealer. Mr B then complained to this service and said that SG Fleet should accept the car back as the manufacturer can't fix the problem.

The investigator said that he was unable to confirm that there was a fault with the car so he was unable to conclude that SG Fleet supplied Mr B with a car which was of unsatisfactory quality. He said that if Mr B was able to provide any mechanical diagnosis which confirmed that there was a fault with the brakes, he should send it for consideration. Mr B hasn't provided a mechanical diagnosis confirming that there's a fault with the car but he's provided more video recordings of the noise from the car's brakes and says that's how the car behaves every single day.

There doesn't seem to be any dispute that there have been issues with the car's brakes and the video recordings are evidence of the noise when the brakes are used at low speeds, but the dealer has dealt with the issue twice by burnishing the brakes and SG Fleet says that the noise is consistent with normal wear and tear. I've not been provided with any evidence from a garage or qualified mechanic which says that there's a fault with the car and I don't consider that there's enough evidence to show that there's a fault with the car that caused it not to have been of satisfactory quality when it was supplied to Mr B.

Mr B says that SG Fleet has been quite slow with his complaint. He says that he complained to it in December 2024 and it sent him its final response to his complaint less than a month later. I consider that SG Fleet responded to Mr B's complaint in a fair and reasonable time frame and that its response was sent to him within the time in which it's required to respond to a complaint.

I've carefully considered all that Mr B has said and provided, including the impact of the brake noise on him and his family, and I appreciate that my decision will be disappointing for him. I find that it wouldn't be fair or reasonable in these circumstances for me to require SG Fleet to allow Mr B to reject the car, to pay him any compensation or to take any other action in response to his complaint.

**My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 22 October 2025.

Jarrold Hastings  
**Ombudsman**