

complaint

Mr E complains about a faulty car he hired using finance provided by Lex Autolease Limited.

background

In September 2015 Mr E hired a car. Ten days later it developed a fault with the diesel particulate filter ("DPF"). The car was repaired after another ten days in the garage. A few days later, the plastic cover on one of the door locks fell off. The dealership offered to replace it, but that had not happened by the time Mr E complained to our service. Mr E says that in November, the car developed another fault, this time with its dynamic stability control ("DSC"). He also complains about poor customer service by the dealership.

As well as the three faults, Mr E also complains that the car does not have the electric folding wing mirrors he had been promised. So for all of these reasons he would like to replace the car with a better model, or have a full refund.

Lex Autolease denied that electric mirrors came as standard on the model of car in question, or that Mr E had asked for them. It accepted that the lock cover had not been replaced, and that there had been some delays by the dealership. So in November it sent him a cheque for £420 (which is one monthly rental payment), without accepting liability. Mr E accepted the cheque, but he felt that Lex Autolease's letter had not adequately dealt with the DPF and DSC faults, or the mirrors. So Mr E complained to our service.

Our adjudicator did not uphold this complaint. Lex Autolease had arranged the repair of the DPF fault, and that fault had not re-occurred. The DSC fault had not been fully investigated, so the adjudicator did not think he had enough evidence to say that the car had not been fit for purpose. That issue had not happened again either, even though Mr E had driven the car another 10,000 miles since then (despite describing the fault as very dangerous). A new lock cover was still available. Lex Autolease was not responsible for any poor customer service by the dealership. So the adjudicator thought that Lex Autolease had done enough. And he did not accept that the car Mr E had ordered was supposed to come with electric mirrors. Mr E asked for an ombudsman's decision.

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 DPF fault has been repaired, and has not re-occurred. And much of the inconvenience Mr E suffered as a result stemmed from his refusal to accept the courtesy car he was offered, because it was an inferior model. But a dealership often won't be in a position to offer an identical or similar courtesy car. So I award no compensation for this.

Lex Autolease isn't liable for any poor customer service by the dealership. The lock cover has been replaced since the adjudicator's decision, and in any case I think that was too minor a matter to justify returning the car. Also, Mr E has been paid £420 for those issues. I think that is enough.

I don't think initially our adjudicator had enough evidence about the DSC issue to say that a fault existed. It wasn't investigated at the time, and Mr E has driven the car for over 10,000

miles since then without a further problem. And the adjudicator asked him to take the car back to the garage for it to be investigated, but he didn't.

After the adjudicator's decision, the car was returned to the garage to have the steering angle sensor recalibrated. That turned out to be due to a DSC fault. So on balance I think it's likely that a fault existed in respect of the DSC, and that it was present or developing at the point of sale. But it was repaired in one day. And as far as I am aware that has resolved the issue, and I have no reason think it will occur again. Taking into account the repair and the £420 already paid to Mr E, I will not ask Lex Autolease to do more.

I can see that there has been some confusion about whether the car Mr E hired was the "special edition" or the regular model. I think that confusion could have been avoided if the dealership had been consistent in its description of the car, instead of using different terminology in different places. But I'm satisfied that Mr E did order the special edition, and that he did get the special edition he ordered. Entering the registration number into third party car valuation websites shows it to be the special edition.

Lex Autolease has said that the special edition in question does not come with electric folding mirrors as standard. It says that Mr E never asked about them, and did not request them on his order form in the section for optional extras. Mr E says that the only reason he didn't order them as optional extras is because they *do* come as standard. He has provided an advert he found on a third party's website for a used car of the same kind, which lists electric folding door mirrors as standard. And he says he saw similar information on a sign on the car he saw in the garage forecourt before he ordered it. He has provided photos of that. He also says he discussed his requirements with a salesman, who later told him in an email that the car he was ordering was identical to the one he had seen. Lex Autolease says the salesman told Mr E that the mirrors did *not* come as standard. It says that the advert in the photo relates to a different model of car.

What is certainly not in dispute is that the car Mr E has does not have electric folding mirrors. I think it would have them if they did come as standard on the special edition model, which is what he has. So I infer that they do not come as standard. I am reinforced in that view by my own research. Another website for used cars lists another car of the exact same kind that Mr E wanted, which does *not* list electric folding mirrors as standard. So I think that the website Mr E found must have been wrong. And the advert Mr E photographed is indeed for a slightly different car from the one he ordered. I think that's an easy mistake to make, because there are a number of variations of this model.

This leads me to think that Mr E and the salesman must have misunderstood each other during the conversation in the showroom, since they each recall very different conversations. It's not possible for me to know whose fault that was, so I can't say that the salesman made a misrepresentation to Mr E. And he was sold the make of car described on the hire agreement and in the pre-contract information, so I can't say that there's been a breach of contract.

my final decision

So my decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 20 June 2016.

Richard Wood
ombudsman