

The complaint

Mr O complains that Lex Autolease Ltd failed to ensure that a faulty tyre was replaced under the maintenance contract.

What happened

In July 2019 Mr O was supplied with a car and entered into an agreement with Lex Autolease.

In March 2022 Mr O took the car for a service. In the report completed by the garage it was noted that the car had a faulty tyre.

Mr O didn't realise that the tyre hadn't been replaced and drove the car for around three months until it was identified at the car's MOT in July 2022 that the tyre hadn't been replaced.

Mr O complained to Lex Autolease. He said he was unhappy that the tyre hadn't been replaced when it was identified as faulty, or that he hadn't been made aware that the tyre hadn't been replaced.

Lex Autolease accepted that Mr O hadn't been made aware that the tyre hadn't been replaced. It offered him £40 compensation for the inconvenience he'd suffered.

Mr O declined the compensation on the condition that Lex Autolease took action to prevent such a situation occurring in the future.

Mr O referred his complaint to this service because he felt that Lex Autolease had failed to acknowledge his condition in its final response and had failed to respond to his follow up emails. Mr O said he wants Lex Autolease to demonstrate that it has made changes to its procedures so that the situation doesn't occur again.

Our investigator didn't uphold the complaint. She said that Lex Autolease had taken steps to rectify the mistake and that there was nothing further this service could ask them to do.

Mr O didn't agree. He said the garage had informed Lex Autolease that the tyre was dangerous but Lex Autolease had ignored the information and failed to advise him about the need to replace the tyre.

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.

It's clear that Mr O feels very strongly about this matter. I understand the point he's making here, which is that if an issue is identified with a car which isn't going to be rectified by the garage, there should be a process in place to ensure that Lex Autolease brings the issue to the attention of the customer so that steps can be taken to address it.

In this case, Mr O took the car for a service. The servicing garage identified a faulty tyre and

marked this as red on the report. Mr O acknowledges that he would have seen the report but says he believed that Lex Autolease would have required the garage to address the red item under the terms of the maintenance contract. Mr O therefore assumed that the tyre had been replaced and continued to drive the car.

I appreciate that Mr O wants Lex Autolease to take steps to change its procedures in these circumstances so that similar situations don't occur again. It's important that I explain what this service is and isn't able to do in this respect. This service can't comment on Lex Autolease's procedures or processes because this is outside of our remit. And this service can't require Lex Autolease to change its procedures or processes either. Only the Financial Conduct Authority can do that.

What this service can do is consider whether Lex Autolease have acted fairly and reasonably in the circumstances of Mr O's complaint.

Lex Autolease has accepted that a mistake was made. It has told this service that it considers the garage to be responsible and has logged a supplier complaint against the garage in this respect. Lex Autolease has also offered Mr O compensation to reflect the inconvenience he suffered. I've thought about whether there was anything more Lex Autolease could have done to resolve Mr O's complaint, but in the circumstances, I think Lex Autolease has acted fairly and reasonably.

I understand that this isn't the outcome that Mr O was hoping for. But I've explained why this service can't require Lex Autolease to change its procedures or ask it to do anything further here.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 1 January 2024.

Emma Davy
Ombudsman