

The complaint

Miss D complains that the car she acquired financed through a conditional sale agreement with Vauxhall Finance plc was of unsatisfactory quality.

What happened

In June 2021 Miss D acquired a used car financed through a conditional sale agreement with Vauxhall. Immediately after receiving the car Miss D experienced faults with the car. These included:

- Media unit failing on the forecourt. Dealership attempted to fix it on site, but the issue reoccurred on journey home.
- Car returned to dealership on 30 June for investigation. Software update required.
- Car returned on 4 August for software update. Failed again.
- Car returned on 4 October 2021 for screen replacement. Stop/start then began playing up and the USB port to charge also stopped working (suspected electrical fault)
- Car returned on 25 October – dealership said no fault found.
- 10 December 2021- boot wouldn't open and reverse light and rear windscreen wiper failed. (on 4 Jan these issues were repaired)
- 28 Jan 2022 - power steering failure and warning lights came on - media unit failed again.
- Went in on 7 March and all issues resolved.

Miss D complained to Vauxhall and asked to reject the vehicle. In its final response Vauxhall said the dealer had repaired the car in a timely manner at no cost to Miss D. But as a gesture of goodwill it offered to complete a two month loan extension on Miss D's loan agreement. It said this would not affect her credit file and would come at no additional costs. It also offered Miss D £100 for any inconvenience caused.

Miss D rejected this. She asked for all payments made at the time to be refunded and also 25% reduction of the finance agreement. Vauxhall didn't agree to this but did offer to increase its compensation to £250. Miss D didn't think this went far enough given she wasn't kept mobile and experienced a lot of stress.

Miss D further complained in May 2022 that the vehicle had broken down again – water pump, thermostat and alternator belt were replaced which Miss D paid for.

Our investigator said that as the car wasn't experiencing faults at this time he wouldn't be able to ask Vauxhall to reject the car. But he said Miss D had experienced some distress and inconvenience and that it would be fair for Vauxhall to pay her £250 in compensation. Miss D maintained that this didn't reflect the stress and inconvenience she had experienced. She asked for a decision from an ombudsman.

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.

I realise this will come as a disappointment to Miss D but having done so I agree with the conclusions reached by the investigator for these reasons:

- Under the regulations, specifically the Consumer Rights Act 2015 (CRA 2015), Vauxhall can be held liable if the car wasn't of satisfactory quality at the point of supply. Satisfactory quality takes into account factors such as the age and mileage of the car and what a reasonable person would expect taking into account all the circumstances. In this case, at acquisition the car was over six years old and had been driven over 24,585 miles.
- Satisfactory quality also covers durability which means that the components within the car must be durable and last a reasonable amount of time-but exactly how long that time is will depend on a number of factors.
- Under the CRA 2015, the consumer has a short-term right to reject within the first 30 days. After this there is a right to repair. Although Miss D first reported problems with the car within 30 days, over a period of six months the dealer was able to fix them. And in this case the repairs were carried out at no cost to Miss D.
- At the time Miss D brought her complaint to this service there were no faults in the car. And as there were no faults present we are unable to ask Vauxhall to reject the car.
- Miss D has reported that since bringing her complaint to Vauxhall the car has broken down again and she has needed to replace the water pump, thermostat and alternator belt at her own cost. Miss D has said she hadn't reported that fault to Vauxhall therefore I'm unable to consider it as part of this complaint. If she wishes to Miss D can raise a new complaint with Vauxhall.
- As the investigators explained I am able to consider whether Vauxhall has treated Miss D fairly. Miss D has had to make several visits to the garage to have various problems looked at. She said she's been without a car for those days and was left without access to her boot. She also broke down at the side of the road which caused her some stress. I consider Vauxhall's offer to pay Miss D £250 fair and reasonable. I understand Miss D feels £250 doesn't reflect the distress and inconvenience she was caused but it is within our guidelines and what I would expect under the circumstances.

Putting things right

Vauxhall Finance plc has already made an offer to pay £250 and to complete a two-month loan extension to settle this complaint. I think this offer is fair in these circumstances.

My final decision

Vauxhall Finance plc has already made an offer to pay £250 and to complete a two-month loan extension to settle this complaint and I think this offer is fair in these circumstances.

So my final decision is that Vauxhall Finance plc should:

- Pay Miss D £250;
- and complete a two-month loan extension at no cost to Miss D unless it has already

done so. This loan extension should not affect her credit file or come at any additional cost to her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 1 November 2022.

Maxine Sutton
Ombudsman