

## **complaint**

Mr R complains that a car that was supplied to him under a conditional sale agreement with GMAC UK plc was not of satisfactory quality. In particular he complains that the vehicle description and the vehicle identification plate show a different specification for the car.

## **background**

A used car was supplied to Mr R which he financed using a conditional sale agreement with GMAC which is dated in March 2013. He noticed that the description of the vehicle given on the vehicle identification plate was different to the other information that he had been given about the car, including its registration documentation. He complained to the dealer, to the manufacturer and to GMAC but he was not satisfied with GMAC's response so complained to this service.

The adjudicator did not recommend that this complaint should be upheld. He noted that the manufacturer had confirmed that the car's warranty is valid and that the information on the vehicle identification plate would not have any effect on the resale value of the car.

Mr R has responded in detail and says, in summary, that the vehicle identification plate shows an incorrect specification for his car and that he has been left with a vehicle that has defects which were not shown to him at the point of sale.

## **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 manufacturer says that the car was produced in Europe and was given a description for the European market but it says that the specification is equivalent to the specification for the car that Mr R understood that he was buying. It says that there has been no error on the vehicle identification plate. It has also written to Mr R and said: *"Your vehicle has been correctly recorded [by the manufacturer], DVLA and other motor industry databases [with the correct] specification; you can use this letter as proof that the manufacturer confirms the specification"*. The registration documentation for the car shows the correct specification and the correct vehicle identification number.

Mr R says that the car's service history does not include a stamp showing that the manufacturer's pre-delivery inspection was undertaken. However, the service history supplied to Mr R car was not the car's original service history. I am not persuaded that there is enough evidence to show that the manufacturer's pre-delivery inspection was not undertaken and the manufacturer says that the lack of a pre-delivery inspection stamp has no effect on the manufacturer's warranty.

Although Mr R strongly believes that errors have been made, I am not persuaded that there is enough evidence for me to be able to safely conclude that the car was not of satisfactory quality at the time of sale or that it was misrepresented to Mr R. For these reasons I do not consider that it would be fair or reasonable for me to require GMAC to accept the return of the car or the cancellation of the agreement.

**my final decision**

For these reasons, my decision is that I do not uphold Mr R's complaint.

Jarrold Hastings  
**ombudsman**