

## **complaint**

Mr B complains that NewDay Ltd rejected his claim under Section 75 Consumer Credit Act 1974 in respect of a car.

## **background**

Mr B bought a car for £811 from a garage I'll call N and he says that after a month it broke down. It was some 15 years old. He had it temporarily repaired by another garage which he says told him it needed a new head gasket. He took it back to N and it said the problem was the oil cooler which it repaired for him at a cost of £100. Later the engine blew up and he had to scrap the car. He also says the owner of N was abusive.

NewDay rejected Mr B's Section 75 claim and he brought the matter to this service. It was investigated by one of our adjudicators who didn't recommend that it be upheld. He concluded that, from the information available, the problem with the car occurred over a month after it was purchased and this would suggested there wasn't a fault present at the point of sale. He noted the difficulties Mr B said he had encountered with the garage, but he didn't consider NewDay could be held responsible for those.

He said that without evidence that the fault existed when the car was purchased he couldn't be satisfied there had been a breach of contract and he didn't think the business had been wrong to decline the claim. Mr B didn't agree and said the fault wasn't due to wear and tear. He said he hadn't returned for any further work to be carried out due to the hostile reception he got at the garage

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

While I have every sympathy with Mr B I find myself in agreement with the adjudicator. Mr B bought an elderly car which broke down after a month or so. He had temporary repairs carried out by another garage and then took it back to the seller. The seller had a repair carried out which Mr B didn't consider satisfactory. I believe he based his view on what he had been told by the garage that had carried out the temporary repair.

It's clear that relations between him and the seller broke down and he didn't take the car back as was required for flushing of the oil cooler. The seller's view of what happened is somewhat different to that of Mr B, but in any event I haven't seen any evidence that would allow me to conclude the car had an inherent fault at the time it was purchased.

Elderly cars can break down and in this case it wasn't necessarily due to a fault that was present when Mr B bought the car. As such I cannot safely conclude that this complaint should be upheld.

**my final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 13 February 2017.

Ivor Graham  
**ombudsman**