

complaint

Mr A complains about a car he bought using a conditional sale agreement with Moneybarn Plc.

background

Mr A bought a car in January 2013. It was not delivered to him until April 2013 as a fault needed repairing. Mr A was not happy with the car and obtained an independent inspection in May 2013. This identified a fault with two tyres and one alloy. It recommended that Mr A should not drive the car until the faults were fixed.

A problem with the car's suspension was also identified.

Mr A paid for four tyres and alloys. He asked Moneybarn to reimburse him for the cost of this. It asked him to provide evidence of the cost. Mr A was unable to do this as he paid cash. As a result, Moneybarn has refused to reimburse him. Mr A says there are other faults with the car, including one with its suspension. These were identified in further inspections of the vehicle. He would like to reject it, and end the agreement with Moneybarn.

Mr A brought a complaint to us to consider. The adjudicator recommended that the case should be upheld in part. He considered that Moneybarn should pay Mr A the cost price of two tyres and one alloy in line with the inspection report. The adjudicator confirmed that Moneybarn had agreed to liaise with a garage to resolve a fault with the car's suspension.

Mr A is not happy to accept the adjudicator's recommendation. He says, in summary, that he had to purchase four alloys as the 22" alloys that came with the car were no longer available. Because of this, Mr A had to purchase a full set of four alloys. Mr A says that he was advised to buy a full set due to the overall condition of the alloys. Further a second alloy was found to be cracked on inspection.

Mr A was advised to have all four tyres changed by the garage as the car is a 4 x4, and it is better for all four tyres to be the same.

Mr A would like a cheque for the cost of the suspension repair so he can arrange for the repair to be carried out himself. He now spends much of his time abroad so it would be impractical to have the repairs carried out in the UK.

Finally Mr A says that the car was not fit for purpose when it was sold to him. He would like to reject the car, and receive a refund of his deposit, and the payments he has made to date.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Legislation requires that goods supplied must be of satisfactory quality, fit for purpose and not faulty at the time of sale. Where goods are not of satisfactory quality, the legislation provides various remedies, such as refund of monies, repair or replacement of goods.

When Mr A bought the car, it was six years old and had a mileage of 68,000. As such, some wear and tear was to be expected.

After Mr A entered into a conditional sale agreement on 10 January 2013 to buy the car, faults were identified. He was unable to take possession of it until late April 2013. Mr A was provided with a courtesy car during this period. Further his monthly loan payments were paid by the dealership. As such, I do not consider that he was inconvenienced so as to warrant compensation for distress and inconvenience.

An inspection of the car by Mr A's local garage in May 2013 showed that two tyres needed replacing. In addition, one wheel rim was cracked.

Mr A paid his local garage for four new wheels and alloys. He says this was necessary as the car is a 4 x 4 and so all the tyres had to be the same. I am not however persuaded that this was necessary. I consider that Moneybarn should pay Mr A for the cost of replacing the two tyres as identified in the inspection report. These are at a cost price of £216.

The report said that one wheel rim was cracked. Mr A says that when he took the car in for repairs, two were cracked. I have not however seen a statement from the garage to confirm that this is correct. In light of this, I consider it is fair that Moneybarn pay for the one cracked alloy identified in the May 2013 report. The cost of a suitable replacement 22" alloy is £178.80.

I note that Mr A paid for high specification alloys. I have not seen anything to suggest that this was necessary. In the circumstances I find that it is fair that Moneybarn pay for the replacement cost for the original alloy which was cracked as stated above.

Moneybarn had two independent inspections carried out on the car in July and August 2013. These indicated a number of faults which were in keeping with the age of the car. The report concluded that the problems would not have been developing at the point of sale. Moneybarn offered to pay Mr A £500 as a gesture of goodwill. Mr A did not accept this.

One of the problems identified concerned the car's suspension. The report said that this would cost £1,293.22 to repair. I note that the inspections carried out in July and August say that the suspension fault was not developing when Mr A took possession of the car in April. I am not however persuaded that this was the case. Mr A had only had the car for three months at this stage. I consider that the fault was developing when he obtained it in April.

The issue is what remedy is appropriate to resolve this fault. I consider that repair is the most appropriate option. I do not consider that rejection of the car is appropriate. The problem can be repaired, and I note from the inspection reports that Mr A has been able to drive the car for approximately 6,000 miles.

Moneybarn has said that it will arrange for the repair of this fault. This is complicated by the fact that Mr A is now living abroad. The easiest solution would appear to be for Moneybarn to liaise directly with a garage of Mr A's choice to resolve the issue. Moneybarn can pay the garage once it has carried out the repairs.

Mr A has been put to a degree of inconvenience by the faults present within the car. I consider that he should be paid £100 to reflect this.

my final decision

My decision is that Moneybarn Plc should pay Mr A the following sums:

- £216 for the cost of two tyres
- £178 for the replacement alloy
- £100 for distress and inconvenience.

Rosemary Lloyd
ombudsman