

complaint

Mr G complains that NewDay Ltd rejected his claim under S 75 Consumer Credit Act 1974 regarding a car he purchased.

background

In October 2014 Mr G bought a 12 years old Mitsubishi car for £1,000. It had done 100,000 miles. After purchasing the car Mr G identified some faults which he asked the garage to repair, but it refused. Apparently the CV boot was split and two tyres were worn. He bought the necessary parts himself and carried out the repairs. He submitted a claim to New Day, but this was rejected. He then brought the matter to this service.

The adjudicator asked for copies of the invoices for the repairs, but these were not supplied. He also asked the business for its file but that too was not sent to us. With the information available the adjudicator concluded that he couldn't recommend that this complaint be upheld. He couldn't conclude that the faults were inherent at the point of sale. He also noted that given the age, mileage and the price paid for the car a certain amount of wear and tear was to be expected. He expected that Mr G would have made a reasonable inspection of the car before purchase.

Mr G did not agree and said that as he had reported the faults without delay they must have been present when he bought the car. The worn tyres were due to a tracking fault and combined with the split CV boot the car was not roadworthy.

my findings

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

I have some sympathy with Mr G, but I find myself in agreement with the adjudicator. When purchasing a car of this age the purchaser has to expect a reasonable amount of wear and tear. I would also expect a purchaser to satisfy himself that the car was in a suitable state. I note that the wear to the tyre which was apparently caused by the tracking being misaligned was on the inside, but nonetheless it is reasonable to expect that Mr G would have inspected the tyres and to have noted the wear.

I would not have expected him to have noticed that the CV boot was split, but similarly I would not have expected the garage to have been aware of it either. I note that the car was advertised at £1,195 but Mr G paid less than the asking price and I am assuming this reflected the state of the car as seen.

Mr G has asked that he be refunded for the cost of the car parts he had to purchase, but he has not provided any invoices, nor have I been able to identify the cost of these parts. For these reasons I can only conclude that I cannot uphold this complaint.

my final decision

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr G to accept or reject my decision before 1 September 2015.

Ivor Graham
ombudsman