

complaint

Miss G complains about issues she's experienced with a car purchased with a credit card from NewDay Ltd.

background

I issued a provisional decision on this complaint a copy of which is attached and forms part of this final decision.

In my provisional decision I explained why I proposed to uphold Miss G's complaint and to require NewDay to refund the full purchase price of the car and pay compensation of £150 to Miss G. I invited Miss G and NewDay to let me have any further evidence or arguments they wanted to make before I finally determined the matter.

Miss G said she accepted my provisional decision. She asked for an explanation of why I hadn't awarded her any compensation for the time she was without the use of a car. Miss G said that she was without a car for 6 weeks and had access to an alternative car for only 1 day each week. She said that for the remainder of the week she was inconvenienced and had to adjust her life significantly to be able to manage her weekly tasks and get her children to and from school.

NewDay said that it had nothing further to add.

my findings

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

Miss G has said that she accepts my provisional decision subject to the loss of use point. NewDay hasn't confirmed whether it accepts my provisional decision or not but has said that it has nothing further to add.

I've thought about the loss of use point again. I accept that Miss G was without the use of a car for an extended period of time and I don't doubt that this would have caused her a degree of inconvenience. Miss G has been invited to provide details of any costs she incurred as a result of being without the use of a car but she's said that she doesn't have any receipts for those costs. In my provisional decision I said that if Miss G could show that she'd suffered a financial loss then I could consider asking NewDay to reimburse these. Generally I would expect a consumer to be able to provide evidence of costs incurred on bus/train/taxi fares or a hire car. But Miss G hasn't provided any evidence and I don't think it's reasonable to expect NewDay to compensate her for a financial loss which she hasn't been able to show.

Having taken all of the further arguments into account, I see no reason to reach a different conclusion to the one set out in my provisional decision.

my final decision

For these reasons – as well as those set out in my provisional decision – my final decision is to uphold this complaint. NewDay Ltd should:

- Issue a full refund of £1500 to Miss G.
- Pay compensation of £150 to Miss G for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 26 December 2018.

Emma Davy
ombudsman