

complaint

Miss S complains on behalf of Mr L that a car he acquired with the assistance of finance from FirstRand Bank Limited trading as MotoNovo isn't of satisfactory quality.

background

Miss S explains that Mr L bought the car in June 2015. Shortly after he got the car there were problems with the handbrake, wheel bearing and windscreen wipers. The car went back to the supplying garage for these things to be fixed. Miss S said that in August the car got a puncture and tyres needed replacing and the brakes were juddering. New brake pads and discs were fitted but Miss S says this hasn't solved the problem. Mr L has had to hire replacement cars and is out of pocket because of all the problems with the car. MotoNovo arranged for an independent inspection and agreed to pay for some of Mr L's hire costs.

Our adjudicator thought that the offer to pay for some of Mr L's hire costs was fair and reasonable. She thought that the age and mileage of the car suggested that the faults were wear and tear and it wasn't faulty at the point of sale. Miss S on behalf of Mr L didn't agree and said in summary that the service book has been stamped to say a service was done but she doesn't believe the proper checks were carried out. If it had been all the faults would have been highlighted and fixed before the car was collected. She explains that because of this Mr L should get all of his lost money back.

my findings

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

When Mr L bought the car he wasn't able to test drive it. He says that he noticed the problems with the wheel bearing, handbrake and windscreen wipers straightaway. These have now been fixed and new brake discs and pads have been fitted as well. Although the brakes still judder the engineering report suggests that this doesn't affect the operation of the brakes and the car is safe and roadworthy. Since Mr L has had the car he has travelled around 6,000 miles.

Miss S makes the point on behalf of Mr L that he bought the car with the benefit of a service check which should have highlighted these issues and the faults should have been fixed before Mr L collected the car. I can understand why Mr L is upset that the car has had to have repairs in a short timeframe and why he has lost confidence in the supplying garage.

Looking at the age and mileage of the car it is to be expected that faults will occur. The tyres were over the legal limit when Mr L collected the car and a puncture can happen at any time. I can't say on the evidence I have, that the fault with the brakes juddering was there when Mr L collected the car; otherwise I would have expected him to have raised it with the garage much sooner.

Overall I can't say that the car wasn't of satisfactory quality when it was supplied to Mr L. The faults that were there have been fixed. The other problems are likely to be as a result of wear and tear.

my final decision

My final decision is that FirstRand Bank Limited should pay Mr L the amount it has offered in full and final settlement of this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S on behalf of Mr L to accept or reject my decision before 18 February 2016.

Emma Boothroyd
ombudsman