

complaint

Mrs M complains about the quality of a car she bought funded by a fixed sum loan from Clydesdale Financial Services Limited. She is assisted in her complaint by Mrs W, her daughter.

background

Mrs M bought a six year old car with a mileage of 60,000 in November 2013. The purchase price was funded by a loan from Clydesdale. Mrs M experienced problems with the clutch within two weeks of buying it. She returned the car for inspection. The lights were checked, as was the clutch, but no fault could be found. The garage greased the clutch and this appeared to resolve the problem.

In December 2013, Mrs M returned the car to the garage and it replaced the control unit. It also bled the clutch although it could find no fault with it.

In January 2014, the brake pads and discs were replaced by the garage. A new battery and door seal were also put in. This was at no cost to Mrs M.

In February 2014, the car would not start and was towed to a garage. It could not find a fault with the car, and was able to start it without a problem.

The car passed its MOT on 9 July 2014.

In September 2014, the starter motor failed. The garage would not pay for this repair as the car had been driven for 12,000 since the date of purchase.

Mrs M is not using the car as she has concerns about the clutch. She would like to be able to return the car. The garage has now agreed to pay for the cost of a new starter motor. It has paid her £100 compensation for trouble and upset, and has offered to pay an extra £50. Mrs M wants however to reject the car. She brought a complaint to us to consider.

The adjudicator did not recommend that the complaint should be upheld. She considered that the car was not faulty at the point of sale. The repairs that had been necessary were due to wear and tear rather than inherent faults. The adjudicator considered that Clydesdale's offer of an extra £50 compensation, and the repair of the starter motor repair.

Mrs M is not happy to accept the adjudicator's recommendation.

my findings

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

This complaint is brought against Clydesdale under Section 75 of the Consumer Credit Act 1974. Under this Act, it can be held liable if the car Mrs M bought was not fit for purpose at the point of sale. My role is to assess whether the problems Mrs M has experienced were due to faults with the car that were present at the point of sale.

Mrs M bought a used car. It was six years old and had a mileage of 60,000. There is a risk that issues can arise with a used car shortly after purchase, even though they were not

present at the point of sale. Problems can arise due to general wear and tear. I find that the initial problems Mrs M experienced, for example, with the brakes and control unit, were due to wear and tear. I note that these were in any event repaired at no cost to Mrs M.

Mrs M says that the car has other faults. I cannot however find that the clutch was inherently faulty at the point of sale. It was checked shortly after purchase and no faults could be found. The MOT inspection also found no problems with it in July 2014. As such, I do not find that there was a fault with the clutch at the point of sale.

After the car had been driven for 12,000 miles, a problem with the starter motor occurred. Given that Mrs M had been able to drive the car for this distance over a number of months, I am not persuaded that this issue was present at the point of sale. I consider that it is due to wear and tear.

I consider that Clydesdale's offer to replace the starter motor or to reimburse the cost of this if she takes it to another garage is reasonable. Similarly, the payment of £50 in addition to the £100 it has already paid is fair compensation for the inconvenience caused by the fact Mrs M had to return to the garage on several occasions.

my final decision

My decision is that Clydesdale Financial Services Limited should either replace the starter motor at no cost to Mrs M, or pay for another garage to do this if she chooses. Proof of the cost should be provided to Clydesdale to allow it to make payment if the second option is chosen.

Clydesdale Financial Services Limited should also pay Mrs M £50 in addition to the £100 it has already paid her.

I leave it up to Mrs M to decide whether to accept this.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs M to accept or reject my decision before 10 July 2015.

Rosemary Lloyd
ombudsman