

complaint

Mr V complains that Mallard Leasing supplied him with a car that was not fit for purpose at the point of sale.

background

Mr V experienced numerous problems with the car. Those problems started almost immediately after Mr V bought the car. He has since spent considerable time and money on many repairs. He would like to obtain a full refund of payments made, and money spent on repairs.

The adjudicator recommended that this complaint should be upheld. He considered that the breakdown of the car only 20 miles after it had been purchased, and the many repairs which were subsequently carried out, show that it was not of satisfactory quality when it was sold. However, he did consider that Mr V had made the car roadworthy by December 2011, and that the recommended redress should only apply up to this point. He also recommended that Mr V should receive £150 compensation for distress and inconvenience. Mallard Leasing did not respond to this view, and has been deemed to have rejected it.

my findings

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

From the evidence before me, I am satisfied that the car was not fit for purpose when Mr V bought it. While it was second-hand, it should have been capable of being driven for further than 20 miles before failing. Mr V has provided evidence of the many repairs which have since been carried out to the car, and the other costs he has incurred as a result of the ongoing problems.

Mr V has managed to make the car roadworthy, which was achieved in December 2011, but this was as a result of constant effort on his part to resolve problems as they became apparent.

I consider that as the car was not of satisfactory quality when Mr V bought it, he is entitled to be compensated for the costs of repairing it, for the costs he suffered from not being able to use it, to receive a refund of his repayments under the hire purchase agreement for the time he was not able to use the car, and compensation for distress and inconvenience.

my final decision

My final decision is that I uphold this complaint. In full and final settlement, I order Mallard Leasing Limited to:

- Pay Mr V £836.18, reflecting the costs he paid up to December 2011 to bring the car to an acceptably driveable condition;
- Refund Mr V all monthly payments (excluding payments for GAP) made under the hire purchase agreement up until 22 December 2011 to reflect the fact that he was not able to use the car for this period;
- Pay Mr V £420 to refund the cost of paying other people to cover his motorcycle lessons;
- Pay 8% simple interest per annum on the above payments, from the date payments were made by Mr V to the date of settlement;
- Arrange and cover the cost for the odometer reading to be put back to the correct mileage; and
- Pay Mr V £200 compensation for distress and inconvenience.

Catherine Wolthuizen
ombudsman