

### **complaint**

Mrs C complains about the sunroof on a car she bought under a hire purchase agreement with Northridge Finance Limited in October 2011. The problems happened in November 2014.

### **our initial conclusions**

The adjudicator did not recommend that the complaint should be upheld. She considered that there was not an inherent problem with the sunroof, or it would have been apparent earlier.

Mrs C does not agree. She says, in summary, that the sunroof has hardly been used and so the problem could have been present at the point of sale. Drains had not been fitted and this would have been the case when she bought the car. Mrs C adds that Northridge has not been proactive in helping her with her complaint.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mrs C and the business have provided.

For me to uphold Mrs C's complaint, I have to be satisfied that the car was not of satisfactory quality when it was supplied to her. When the problems with the sunroof became apparent, the car had been driven for 30,000 miles and it was three years old. As the adjudicator has explained, it would be expected that any inherent fault with the sunroof's drains which was present at the point of sale, would have been obvious much earlier. I appreciate that Mrs C says she has not used the sunroof much. Even so, a serious fault should have been apparent on the occasions she did use it.

Mrs C says Northridge did not give her as much help as it could in resolving her complaint. I note that it did however contact the dealership to discuss the matter. Northridge and the dealership did not however consider that the problem was an inherent one present at the point of sale. I find that it has acted reasonably in the way it has handled her complaint.

**For the reasons I have explained, my decision is that I do not uphold this complaint.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mrs C either to accept or reject my decision before 9 July 2015.**

*Rosemary Lloyd*

*ombudsman at the Financial Ombudsman Service*

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

### **ombudsman notes**

I note that Mrs C has raised an issue she has with the car's warranty. This was not mentioned in her complaint form. If Mrs C wishes to take this further, she will need to raise a new complaint to allow us to consider it.

### **what is a final decision?**

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

### **what happens next?**

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.