

Faulty Second-Hand Cars

Faulty second hand cars are the most complained about product as recorded by Trading Standards and the Citizens Advice Consumer Service.

There is a wealth of advice and information available for you to review and consider before you purchase in order to help inform your choice and potentially avoid purchasing a faulty car.

Below you will find links to informative articles on pre-purchase advice.

<https://www.citizensadvice.org.uk/consumer/buying-or-repairing-a-car/buying-a-used-car/>

<https://www.moneysavingexpert.com/car-finance/buying-used-car/>

<https://www.autotrader.co.uk/content/collections/buying-a-used-car>

But what do you do if after you have purchased your second hand car you find your car is faulty, not fit for purpose or a particular purpose, not as described etc.

For further information on your statutory rights see

<https://www.citizensadvice.org.uk/wales/consumer/buying-or-repairing-a-car/problems-with-a-used-car/>

How do you ensure that you get the problem resolved with the minimum amount of inconvenience and fuss. This guide is designed to assist you to do just that.

The first question to ask is are you a consumer in the eyes of the law. Did you buy the vehicle for your private use or is it for use in your business or profession. An example for a business purchase would be a Plumber buying a van to use to make house calls. A Consumer purchase would be someone buying a van to transport their bikes on the weekend. The type of vehicle does not make it a business or private transaction it is the use that the vehicle would be put to that changes the context. If you are making a business purchase your rights are reduced and it would be advisable to seek advice from a legal professional. If you are making a consumer purchase please read on...

The second question to ask is who did you purchase the car from, was it a private sale i.e. from a private individual? Was it from a car trader, someone who is in the business of selling cars (Note that someone does not need to have a traditional car sales forecourt to be a car

trader they can operate as a business from home or as a digital nomad)? Or was it from an auction.

Internet auctions

Your rights here will depend on if the seller is a private individual or a trader.

If the seller is a Trader then you will have the same rights as if you purchased from a garage forecourt. If the seller is a private individual please see the private individual box above for your rights.

Physical Auction that you could have attended in person, ie not ebay etc.

Your rights can be significantly reduced by terms and conditions or statements such as "sold as seen" carefully read the terms and conditions if you have a problem and seek further advice from a legal professional.

Private Sale

The only requirement is that the car is as it has been described to you, i.e. that it is a 2015 model. If the vehicle is not as described then you are able to take legal action against the seller, seek further advice from a legal professional.

Trader

The vehicle must be of satisfactory quality, fit for the normal purposes and as described. You must have been told about the true history of the car.

Faults which are attributed to normal wear and tear are NOT covered by your statutory rights, i.e. brake pads wearing out.

It is important to note that if you were told about the fault before you bought the car then you will not be able to use this fault as a reason for returning the car. If you inspected the car and should have noticed the problem, (defect in the upholstery) or you have caused the fault (had a bump in the car) you will not be able to return the car because of these issues however if a different fault occurs you will be able to use your statutory rights for that fault.

Once you have established that you have purchased from a trader and that you have an actionable fault the next vital question is when did you make the purchase or take delivery of the car. Use whichever date is the most recent.

Less than 30 days ago.

You have a right to a **full refund**.

The trader has the right to inspect the goods to ascertain the fact a fault exists.

The consumer is required to prove that the fault existed on the day of delivery. The closer the day of delivery and the fault becoming evident the easier this would be.

You are also entitled to a **repair** or a **replacement**.

The trader has the right to inspect the goods to ascertain the fact a fault exists.

The consumer **is not** required to prove that the fault existed on the day of delivery as for these remedies the law presumes this to be the case.

More than 30 days ago but less than 6 months ago.

You are entitled to a **repair** or a **replacement**.

The trader has the right to inspect the goods to ascertain the fact a fault exists.

The consumer **is not** required to prove that the fault existed on the day of delivery the law presumes this to be the case.

More than 6 months ago.

You are entitled to a **repair** or a **replacement**.

The trader has the right to inspect the goods to ascertain the fact a fault exists.

The consumer **is** required to prove that the fault existed on the day of delivery the law presumes this to be the case.

Important Note

Because there are different legal remedies which are available there can be some confusion between traders and consumers about what remedy the consumer wants. What can happen is that when a consumer returns a vehicle to the trader to allow them to examine the vehicle to establish the fault the trader may believe that the consumer has requested a repair, the trader may think they are acting in according with the consumer's wishes. Once a consumer has requested a repair this request cannot be unmade until the trader has had a "reasonable" amount of time to make that repair. What is a reasonable will depend on the circumstances. For that reason if you choose to use your right to a full refund in the first 30 days after purchase it is very important to be very clear with the trader in order to avoid any confusion. Please see "30 day refund letter" included in this pack for a draft letter with instructions on how to use it in order to make your intentions clear.

Also in the pack you will find draft letters for use if you want a repair or replacement. In addition you will find a further letter for use in the following circumstances:

- In the event that you choose to have a repair and after the repair has been completed and the vehicle has been returned to you the vehicle suffers either a re-occurrence of the fault or a further fault. In this instance you have the right to a refund or partial refund.
- If you have chosen a replacement the replacement becomes faulty you have the right to a refund or partial refund.

Please fill in the sections of the letters which have light grey instructions in the spaces with your information.

Make three copies of the completed letter. When you return the vehicle to the trader leave one copy of the letter on the driver's seat, face down or in an envelope to protect your personal information. Deliver one to the trader/sales office/ aftercare centre as appropriate, if possible get someone to sign the third copy which you should keep. If it is not possible to get a signature for the letter then record who you left the letter with.

It will greatly assist you to keep a good record of the communication between yourself and the trader during while you resolve the fault. Keep all the letters, emails, text messages etc. Make a record of the time and date of any telephone calls, if possible record who you spoke to and a brief note of what was said.

If after using the letters and discussing the matter with the trader you are unable to reach a resolution please contact The Citizens Advice Consumer Service on 03454 04 05 06 or <https://ssl.datamotion.com/form.aspx?co=3438&frm=general&to=flare.fromforms> for further advice.

This content is not designed to be a replacement for professional advice and is intended only for guidance; only the courts can give an authoritative interpretation of the law.

30 day refund letter

Please see below a draft letter to be used when you return your car to a trader, this is for use where the car was purchased or made available to you no more than 30 days ago and you want a refund. This is not for use if you want the fault repaired.

Please fill in the sections which have been left blank with light grey instructions written in the blanks.

Make three copies of the completed letter. When you return the vehicle to the trader leave one copy of the letter on the driver's seat, face down or in an envelope to protect your personal information. Deliver one to the trader/sales office/ aftercare centre as appropriate, if possible get someone to sign the third copy which you should keep. If it is not possible to get a signature for the letter then record who you left the letter with.

Consumer Rights Act 2015

30 Days right to reject.

Your Address

Address

Address

Post Code

Date

Dear Sir or Madam,

I return this vehicle REGISTRATION purchased on DATE to you as it has developed a fault, EXPLAIN SYMPTOMS OF FAULT

NUMBER days after purchase. I reject this vehicle due to this fault. I request a full refund as a result of this non-conformity with the contract.

You as the trader have the right to examine the fault I therefore make the vehicle available to you for this purpose.

I DO NOT REQUEST OR REQUIRE A REPAIR.

It is my intention that no verbal conversation will change my decision to require a refund. A written document is required to alter my request.

I look forward to hearing from you after you have had the opportunity to review my letter and the vehicle. Please note that the Consumer Rights Act requires that the refund is provided without undue delay.ⁱ

Yours faithfully

SIGNED

PRINT NAME

Received by / Handed to

Date: / /

ⁱ This letter was drafted in conjunction with Merthyr Tydfil County Borough Council Trading Standards Department.

Consumer Rights Act 2015

Replacement to refund

Your Address

Address

Address

Post Code

Date

Dear Sir or Madam,

I return this vehicle REGISTRATION delivered on DATE to you as it has developed a fault, EXPLAIN SYMPTOMS OF FAULT

You may recall that this vehicle is a replacement vehicle, the original one was REGISTRATION this was returned to you on DATE as it was faulty. Unfortunately this replacement vehicle is also faulty. I now wish to exercise my final right to reject the vehicle and bring the contract to an end as you have been unable to bring the vehicle in to conformity with the contract.

Please contact me at your earliest convenience to discuss the refund.

Yours faithfully

SIGNED

PRINT NAME

Received by / Handed to

Date: / /

Consumer Rights Act 2015

Repair or Replace

Your Address

Address

Address

Post Code

Date

Dear Sir or Madam,

I return this vehicle REGISTRATION purchased on DATE to you as it has developed a fault, EXPLAIN SYMPTOMS OF FAULT

I request that you make the necessary repairs in order to bring the car back in to working order and in conformity with the contract.

In order to reduce the inconvenience which I will suffer as a result of the car being unavailable for my use due to the fault and the repair time please provide me with a courtesy car, if you are unable to do so please be advised that I may look to recover any additional travel costs which I incur during this time, including but not limited to taxi fares or hire car costs.

I look forward to hearing from you with a time scale for the repair and the availability of a courtesy car.

Yours faithfully

SIGNED

PRINT NAME

Received by / Handed to

Date: / /

Consumer Rights Act 2015

Repair to refund

Your Address

Address

Address

Post Code

Date

Dear Sir or Madam,

I return this vehicle REGISTRATION purchased on DATE to you as it has developed a second fault,
EXPLAIN SYMPTOMS OF FAULT

You may recall that this vehicle suffered a fault and was returned to you on DATE for a repair.
Unfortunately the vehicle is again faulty. I now wish to exercise my final right to reject the vehicle as you have been
unable to bring the vehicle in to conformity with the contract.

Please contact me at your earliest convenience to discuss the refund.

Yours faithfully

SIGNED

PRINT NAME

Received by / Handed to

Date: / /

Consumer Rights Act 2015
Repair or Replace after 6 months.

Your Address

Address

Address

Post Code

Date

Dear Sir or Madam,

I return this vehicle REGISTRATION purchased on DATE to you as it has developed a fault, EXPLAIN
SYMPTOMS OF FAULT

Please see the enclosed report in respect of that fault.

I request that you make the necessary repairs in order to bring the car back in to working order and in conformity with the contract.

In order to reduce the inconvenience which I will suffer as a result of the car being unavailable for my use due to the fault and the repair time please provide me with a courtesy car, if you are unable to do so please be advised that I may look to recover any additional travel costs which I incur during this time, including but not limited to taxi fares or hire car costs.

I look forward to hearing from you with a time scale for the repair and the availability of a courtesy car.

Yours faithfully

SIGNED

PRINT NAME

Received by / Handed to

Date: / /