



Your Litigation Questions Answered

Q. I purchased a second hand motor vehicle from a motor trader last week and I have discovered that the vehicle has a gearbox fault. I believe that the fault is repairable, but I would rather have my money back. Am I entitled to demand my money back?

A. From 1st October 2015 all used car sales from a motor dealer to a consumer are covered by the Consumer Rights Act 2015 (which replaced, amongst other legislation, the Sale of Goods Act 1979 so far as business to consumer sales are concerned).

Under the Consumer Rights Act 2015 one of your rights is known as the “short-term right to reject”. This means that provided you fall within the definition of a consumer (which is someone acting for purposes which are wholly or mainly outside that individual’s trade, business or profession), and there is a fault with the vehicle which renders the vehicle not of

satisfactory quality, then you are entitled to return the vehicle to the motor dealer for a full refund if a fault appears in the first 30 days of ownership. You can if you wish request the motor dealer to repair the vehicle instead, but you do not need to give the motor dealer an opportunity to repair the vehicle if you do not want to and you can insist upon a full refund.

Had the fault become apparent more than 30 days after you purchased the vehicle and it is a fault that would have been present at the date of purchase then you are entitled to ask the motor dealer to repair the vehicle or to replace it free of charge, but if an attempt at a repair or replacement is unsuccessful then you are entitled to a refund. In the case of a refund after 30 days, however, the motor dealer can make a deduction for “fair use”.

With a wealth of experience in this area please do not hesitate in contacting our Civil Litigation team on 01934 637906 or e-mail addison@powellslaw.com if you would like any further information.