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Xxx@Xxxl.com

3 March 2017

FAO Xxx

Dear Mr Xxx,

RE: REFERENCE Xxx

Thank you for your letter dated 1 March 2017, which I today received on my return from work.

I note Ford's position on my rejection of the vehicle and I note the significantly underreported version of events in your letter. In order to assist both Ford and yourself, I will provide a summary of events below.

The matter started within a few weeks of purchasing the vehicle when I presented it to their Dealership1 dealership with a number of concerns, including various rattles and what has subsequently been established to be a clutch fault. After the dealership repaired the rattle they acknowledged to be present in the boot area (and denying that the clutch was faulty) the vehicle was returned to me after one day.

Again, after a few weeks, I returned the vehicle to the Dealership1 dealership with the same faults reported and they had the vehicle a further two days. After this point, I started keeping detailed records of my interactions with Ford due to their abysmal customer service in the buying process which appeared to continue when dealing with my concerns as part of their post sale support.

A third appointment was made with the Dealership2 dealership on 6 December 2016, with me taking the first appointment available with a courtesy car on 22 December 2016. Whilst making this appointment with the central bookings line, I verbally reported the list of faults to which you refer. When I took my car into the Dealership2 dealership on 22 December, I provided them with a written list of the verbally reported faults along with details of how to elicit them, in order to assist their investigations.

After having my car for a further two days, I was invited back to collect the vehicle on the proviso that I book it in again because an electrical fault had been identified and required further investigation. Whilst collecting the vehicle at the end of 23 December 2016, I demonstrated the clutch fault using a speed bump outside the main door of the dealership and attempted to demonstrate the rattles. I then booked a further appointment that had a courtesy car available whilst I was at the dealership. This appointment was to be on 13 January 2017.

On taking the car to the dealership again on 13 January 2017, I re-presented my written list of faults and they agreed to take a look at them once more. I stated that the clutch problem was worse and had given me problems when I was a considerable distance from home, visiting my immediate family over Christmas. This included the vehicle being undriveable because I could not reverse it off of my parents' driveway without burning out the clutch. The only way I got it off of their driveway was to ask my father to push the vehicle after everyone had gotten out of it. The 13 January 2017 (seven weeks ago) was the last time I had possession of my vehicle.

Between the 13 January 2017 and the present day, I have had to chase the dealer on numerous occasions for updates and each time I have been provided with different information and various excuses. My chasing occurred on average every two to three days. The excuses and information I was provided with included the engineer who looked at the vehicle before Christmas being taken ill; parts needing to be ordered; Ford not being able to authorise repairs because their system based diagnostic methodology wouldn't permit a repair; and a full report to Ford being required for a warranty specialist to consider. Then once in receipt of the full diagnostic report, Ford failed to act upon it for weeks.

It was during many of these discussions that I was invited to collect my vehicle whilst the dealership2 dealership built a report for the warranty approval process. I refused to drive the vehicle any further, on the basis that I was minded to reject it and because it had nearly left me stranded. The adviser at the dealership was understanding of this position. It was also during this extended period of the dealership2 dealership having my car that I engaged Ford customer services as well because multiple promises of a collection date were not fulfilled by the dealership.

After being misinformed several times about my vehicle's expected repair date, I formally rejected it on 20 February 2017. I then received notification that the vehicle was ready for collection on 22 February 2017. Two days after its long overdue rejection.

I am in a position to provide an itemised list of correspondence with the dealership and Ford's customer services department, including copies of emails, recordings of phone calls in an anonymised fashion and written records of phone calls. However, I will only do so if Ford wish to continue to pursue this in the legal manner that they have now started to. In the event that I am forced to take my own legal action against Ford, I will be seeking to reclaim the cost of my time (based upon my salary), a sum towards the inconvenience that I have experienced, my legal costs and the cost of a full refund for the vehicle.

The legal position you set out is incomplete. According to the Consumer Rights Act 2015, an item for sale must be:

1. Of satisfactory quality
2. As described
3. Fit for purpose

Of satisfactory quality

The vehicle is clearly not of satisfactory quality given the number of faults it has. I note Ford contend that these faults do not exist, however I have been proven right on at least two of these initially denied faults (battery and clutch) and I am confident that I will be proven right on the rest, should I be forced to commission an independent engineer's assessment at Ford's eventual expense.

As described

Ford Direct vehicles are described as being "Comprehensively reconditioned to Ford standards"; "Before we offer your car for sale, we subject it to a rigorous examination"; "Once a vehicle has passed our initial examination, it goes through the Ford used car reconditioning process, where any prior noted imperfections are corrected."

More information on this is available on Ford's website. I also have a copy of this page should you wish for me to present it:

<http://www.ford.co.uk/Approved-used-cars/Cars/About-Ford-Direct?eUsedCmd=about&device=other>

Imperfections being corrected means that the car must be supplied in perfect condition. It was not.

These are not my descriptions of their vehicles and it is not my fault that Ford are incapable of building or selling vehicles that meet their own descriptions. Rightfully so, my expectations having been built up by Ford, were and remain high. I am also stopping short of pointing out the extreme inconvenience that I have had with Ford's "exceptional package of support that truly takes the stress out of used car buying".

The law also does not require me to prove that a fault is present when it is reported within the first six months of ownership. The onus is placed upon the seller to prove that faults were not present. The clutch at least was reported as a problem just a few weeks into my ownership of the vehicle. And this is a fault that Ford eventually, after much arduousness, accepted was present and then failed to fix for a month and a half. Numerous other faults were also reported at various stages..

Fit for purpose

Given that I have not had the vehicle for now more than a quarter of the time I have owned it, I think it not being fit for purpose is beyond question i.e. a vessel for daily use, travelling between two locations.

Your assertion that the vehicle was supplied in a satisfactory condition, having regard to its age, mileage and value is noted. However it was between 8 and 9 months old at the time of purchase, it had approximately 5,000 miles on the clock and I paid a price in the upper echelons of what it was worth when compared to other similar cars. I therefore consider that the position Ford are adopting on this matter is untenable because no vehicle of the age, mileage, price paid and description I mentioned above should have the plethora of faults that my car does. The fact that Ford feel this is an appropriate position to adopt is alarming and speaks volumes about the quality of the vehicles they are supplying - particularly because they have in fact found a number of faults and acknowledge having done so. It also implies that they are willing to sell a vehicle with faults if they consider it to be commensurate with its age, price and condition. This information is not at all reassuring for their customers.

In conclusion

I am clear that I have made exceptional efforts and acted reasonably in trying to resolve the multiple issues in partnership with Ford. Unfortunately I have found them to be dismissive, obstructive, autocratic and unreasonable. I also agreed, at a late stage, to accept the vehicle in a repaired state if they were willing to mitigate my concerns about the quality of the car by supplying me with an extended warranty. The response I received to this was that "Ford don't do extended warranties" and that a discussion would be had about "Ford vouchers" once I had taken possession of the vehicle again. Ford do offer extended warranties and they are advertised on their website:

<http://www.ford.co.uk/BuyingandprotectingyourFord/Warranties/Used-Car/UsedCarExtendedWarranty>

A copy of this page has been saved for my records and I am willing to present it to you if you'd prefer.

I declined this offer on the basis that it was not realistic and it was unfair to expect me to be backed into a corner and force me to retake possession of a faulty car. I also do not feel that this was sufficient recognition of the miserable time I have had whilst in Ford's hands.

It should be noted that an extended warranty would not have been at any cost to Ford, if they were confident on the quality of their product which made my proposal, in hindsight, seem too reasonable. It would however have served a critical role in allaying my concerns about wasting £12,000 on a substandard Ford vehicle. In the interest of clarity, any offer I have made to Ford that result in me keeping the car are now withdrawn in their entirety. However, I remain open to considering an offer that they consider to be appropriate, which yet again demonstrates how reasonable I am continuing to be.

I repeat my offer of returning the courtesy vehicle once the rejection procedure for my vehicle has been confirmed in writing and I have a formal agreement on when I will receive a full refund. I also remind you that I was at liberty to reject the vehicle after giving Ford just one attempt to rectify the faults. The fact that I rejected it after affording no less than four attempts and two months of 'in the garage time' to Ford demonstrates how reasonably I have been acting.

With regard to the return of the courtesy vehicle, I think that the demand for it to be received by 5.00pm today is another example of the unreasonable behaviour that I have endured at the hands of Ford and now its solicitors. I also remind you that an item can only be considered as served on the second business day after the day on which it was posted or despatched via first class mail, unless it is shown otherwise. At £0.55 in postage costs, you chose to post your letter via second class mail, so I consider it lucky to have received it this soon.

Your letter has been shared with a number of interest groups and on Ford's and Trust Ford's Facebook pages. This series of events is, I am sure, of interest to their existing and potential customers. As is their unnecessary willingness to commission provocative and aggressive legal representation.

I look forward to hearing from you.

Yours sincerely,