

CRA 15 EXPLAINED

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BRINGING CARS AND PEOPLE TOGETHER FOR 25 YEARS...

Step 1 | Within the first 30 days

The customer is entitled to exercise their 30-day short term right to reject **HOWEVER**...

- The onus falls to the customer to provide evidence supporting that the vehicle is in an unfit for purpose condition.
- We ask that the customer submit documentation from a third-party garage, if possible VAT registered, on headed paper.
- The document needs to outline the current mileage and, if possible, the garages professional opinion on the issues found.
- Due to the brief period of hire, if faults are found which deem the vehicle unfit for purpose, there is an assumption the faults were either present or developing at the point of sale.
- Unless the garage has agreed for the customer to return the vehicle, the onus falls to the garage to collect from the customer.

If the customer requests to have a repair undertaken

- The customer is not required to provide evidence to support the vehicles condition.
- We would ask that the customer deliver the vehicle back to the garage to have their concerns investigated.
- If the garage do not believe there are any faults, then the onus falls to them to prove their stance.
- Alternatively, if they agree that the faults are present they will be provided with one opportunity to put the concerns right.

Step 2 | Within 30 days - up to 6 months

- If a customer raises any concerns with the vehicles condition there is a presumption that, due to the length of time the contract has been active for, the fault was developing at the point of sale.
- We would ask that the customer deliver the vehicle back to the garage to have the concerns investigated.
- If the garage does not believe the faults were developing at the point of sale the onus falls to them to provide evidence of their investigations and findings.
- If a fault is found, and it is determined that the fault was developing at the point of sale, we would provide the garage with one opportunity to put the fault right.
- If the vehicle is returned and the fault remains outstanding the customer will be entitled to rejection.
- If rejection is applicable, the onus falls to the garage to collect the vehicle from the customer.

Step 3 | After 6 months and up to 6 years

- The onus is on the customer to provide sufficient evidence of the current issues with the vehicle and whether it was developing or present at the point of sale.
- If the customer is successfully able to support their position the garage will be given one opportunity to put right the issues found.
- This is irrespective of the mileage covered and the length of contract.
- If the garage disagrees with the stance they are obligated to investigate the concerns raised and provide evidence to support their position.

** Please be mindful that documentation signed by the customer at the point of sale or MOT history will not be sufficient evidence. The garage will be given one opportunity to put right the faults found.

Key Points for consideration

If a vehicle is taken back to a supplying garage to have concerns investigated, we must receive a repairs report outlining the following:

- **the current mileage**
 - **the type and detail of the investigation(s) that was undertaken**
 - **any of the faults found**
- We cannot accept any verbal conversation between the garage and our mutual customer regarding the vehicle condition or to what has been agreed.
 - If a fault is found to have been developing or present at the point of sale, the customer is entitled to have reasonable out of pocket expenses covered. Reasonable expenses are things such as; delivering the vehicle back to the garage for repairs, recovery costs they have encountered and the hire of a vehicle/travel expenses if a courtesy car is not applicable. A customer should not be out of pocket whilst a garage undertakes the necessary action to resolve the concerns.
 - If an unwind is applicable, the advance returned to the finance company will not be reduced unless there are satisfactory grounds to justify this.

Damage Deductions for an Unwind

- Images will need to be taken on the day the vehicle arrived back on site that supports any damage claim along with images/evidence from the point of sale categorically confirming the damage occurred whilst in the customer's care.

Mileage deductions for an Unwind

- We would ask that a fair and reasonable approach is taken when considering the mileage covered by the customer. For example, has the vehicle been delivered back to the garage for investigations? If so this mileage cannot be chargeable.
- How long has the contract been active for and is the mileage fair? We must remember that the customer has obtained the vehicle to use and, if we are unwinding, we must not dismiss the reasons why an unwind is applicable.
- Finally, if the mileage is excessive please look at the vehicles current worth to see if the amount the garage is attempting to charge is fair. If not, lenders tend to use a 40p per mile rule**.

** Note that this charge policy is lender dependant | 40pence per mile is guidance from BVRLA.

www.bvrla.co.uk/sites/default/files/documents/bvrla_fac sheet_-_complaints.pdf