

[brief cases]

Two cases from our lawyers' files

Time's up

Ian's specified delivery date wasn't met

Online trader Snip Cars failed to deliver Ian Burman's new £13,998 Peugeot 206 within the time promised. When it did turn up, it was in such a poor condition that Ian rejected it and another one had to be ordered. That took so long arriving that he went elsewhere to buy – and then had to fight to get back the extra he'd had to spend.

Ian ordered his Peugeot on 14 April 2003. He made it clear when he placed his order that he needed his car as soon as possible and that a quick delivery was very important. Snip said this would be possible.

Two days later, Snip rang Ian to tell him his car would be ready for collection a week later from Norwich. Ian bought his train ticket. However, when the appointed day arrived, Snip rang to say that the car wouldn't be ready till the day after.

Ian travelled to Norwich the next day in a friend's car, took one look at his Peugeot and rejected it. Among other things, the back bumper was damaged, there was a dent in the rear and the inside of the exhaust pipe looked rusty. There were also problems with the engine. Snip said it would get everything fixed.

Over the next two weeks, Snip kept promising to deliver the car. But when it became increasingly unlikely that it would be able to meet its revised delivery date, Ian decided enough was enough. He wrote to Snip to say he was going to buy the car from a local dealer for £14,395. He made it clear that he would expect Snip to refund him his £588 deposit and to compensate him for the £397 price difference and the other costs he had incurred so far. These included fuel and insurance as well as the price of his unused train ticket. Altogether, it amounted to £1,035. But, as a gesture of goodwill, Ian said that he would settle for less if he received his money within seven days. Snip didn't pay up so Ian came to us.

We advised Ian that, as he had made it clear from the outset that he wanted his car quickly, and that he was going to buy it elsewhere when Snip failed to supply it, he was entitled to end the contract and look to Snip for his losses.

After several letters, Snip paid Ian £714. We told Snip this was insufficient and that Ian was ready to sue. However, before the case went to court, Snip offered an additional £250, which Ian accepted.

POINT OF LAW

If a supplier doesn't deliver goods to the time agreed or within a reasonable time, you can claim the extra cost of buying them elsewhere, provided they are the nearest available equivalent in quality and price. You can also claim reasonable losses.

Fine ending after van is stolen

Paul complained to the Financial Ombudsman Service about his insurer

Axa insurance company paid dearly for rejecting Paul Lake's £464 claim when his camper van was stolen. The Financial Ombudsman Service took such a dim view of the case that it ordered Axa to pay Paul an additional £750 for his inconvenience.

Paul's camper van was stolen in April 2002. It was found a few days later and Paul went to collect it. That cost him £189.



Paul Lake

The camper van had been damaged. Since Axa was unable to find an approved repairer, Paul approached a local

garage. It estimated repairs would cost around £275. So Paul put in a claim for £464.

Axa offered to pay the recovery fee but only £190 towards the cost of repairs. As the excess on his policy was £100, Paul would in fact get only £90. Paul rejected the offer.

Paul spent several months wrangling with Axa. Then, in October, he got a letter saying the offer was unchanged and final.

Things dragged on till January 2003, when Paul, unable to put up with it, came to us.

We helped Paul refer the matter to the Financial Ombudsman Service. It found in his favour. It ordered Axa to repay, without delay, the full amount of the claim – plus £750 for general inconvenience, stress and costs. Paul received £1,214. But Axa still insisted on deducting the £100 policy excess.

POINT OF LAW

If an insurance company is in breach of contract, or refuses to deal with a claim, you can make a complaint against it to the Financial Ombudsman Service. In cases like these, the ombudsman, unlike the courts, can award compensation for inconvenience and stress.