

Watchdog

Tale Of a Pilgrim

When you buy an expensive new car in turn-key form from a kit car manufacturer, it's fair to expect something special in the way of factory back-up, personal service and after-sales support. But Alan Howell paid £12,800 for his factory-supplied Pilgrim Sumo only to find that, after taking his money, Pilgrim simply wasn't interested in helping to sort out any of the problems that occurred – including a serious crash caused by the car's front suspension suddenly collapsing. Here's Alan's shocking story ...

FOR THE PAST FIVE YEARS, SINCE I retired early at 55, I had promised myself I would take the plunge and have my dream car, a Cobra replica. But I could not spare the time to build one from scratch, so as the Pilgrim Cars company appeared to produce the majority of this type of car I thought this was probably the best place to go. I imagined Pilgrim would be a reputable firm offering cars built to high standards and supported by good service and the kind of enthusiastic factory help you would expect when buying a very high performance car.

In August 1999, following a telephone call to one Mr. D. Tanner, I went to the Pilgrim works at Small Dole, near Henfield, to view an as-new Pilgrim Sumo they had for sale. It was a car built with Ford Sierra running gear and a Rover 3.5-litre V8 engine. On seeing the beautiful looking machine, I fell in love with it.

The car had originally been assembled by a previous customer of Pilgrim's but, before fully finishing all

the details, he had sold it back to the company. There was some work to be completed on the car: things like fitting the wet weather gear, roll bar, side vents, column shroud, nudge bumpers and wing mirrors. Two weeks after my first visit I went to Pilgrim's works to collect the car. I paid Pilgrim a lot of money (£12,800) for the Sumo but it certainly looked good.

If only I'd known the reality. I thought I was buying from a reputable company and would get a fully roadworthy car that, although built privately, would have Pilgrim's full seal of approval. As I was buying from the kit's manufacturer I imagined that my car's standards of construction and all mechanicals would have been fully inspected and sorted out by the factory's 'expert' mechanics, especially with regard to any item or area connected with safety and reliability. After all, if you were spending well into five figures on a second-hand MGF or Toyota MR2 that's the least you'd expect.

The problems started on my very

first journey, on the way home. Being the gentleman, I flashed my lights to let a fellow motorist out (luckily only a couple of miles from home) and all my lights went out. This turned out to be a blown fuse – a 10 amp one had been used instead of a 25 amp one as stated in the construction manual. I replaced it myself the next day. I also informed Pilgrim and was told: "Well, this sort of thing does happen from time to time." Fair enough, it wasn't a major problem.

With a mere few hundred miles on the clock, I went for my first long drive. On the way back, while on the M11 late in the evening, the fuel pump stopped – and so did the Sumo. I had the car towed into my local garage in Biggin Hill, Kent, as it was not possible to get it to the Pilgrim factory. I phoned Mr Tanner the next morning to report the breakdown in the hope that he would help and maybe cover some of the costs. His response was: "No, it's nothing to do with us." I was very disappointed at this attitude. It was not the reaction you'd expect from a company which apparently sold prestige sports cars at expensive prices.

After a break over Christmas when the weather was extremely cold, I decided to give the Sumo another run. I managed to get the car out of the garage and into first gear without trouble. Off I went down the road, only to find the clutch would not disengage and the car would not come out of gear. This, as it turned out, was due to a lack of pressure in the master cylinder. With the end of the road rapidly approaching and the V8 revving on full choke, it was a frightening experience. But by using the foot brake, hand brake and

turning off the ignition I got back in control. Once again, the Sumo was towed to my local garage, where a new clutch master cylinder was fitted at my expense. Naturally, I phoned Pilgrim but you can guess what they said. "No, nothing to do with us."

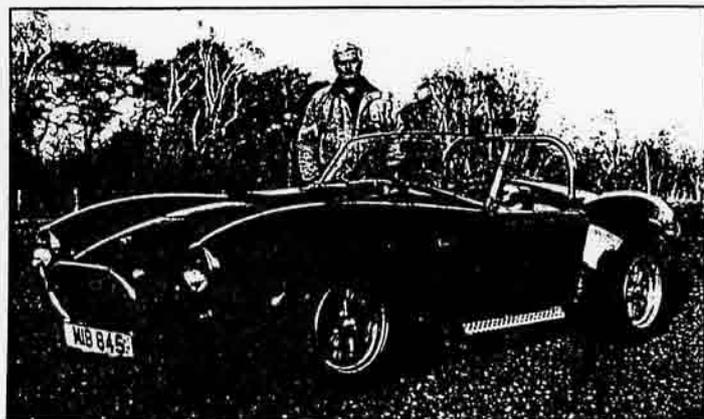
I was very angry with that reaction and beginning to realise I'd bought from the wrong company. I'd only got a 3-month 'unwritten' gentleman's agreement guarantee from Mr. Tanner and as it was now the fifth month I'd owned the car I couldn't turn to that. But I don't think it would have been any good anyway.

What had happened so far was minor compared with what was going to happen next. With 945 miles on the clock, my wife tried to zip-in the sidescreen one evening and four teeth broke off. The whole hood had only been used twice, so next day I once again phoned Pilgrim, expecting the company to take responsibility for an item it had supplied with my car. I spoke to a girl and got this predictable response: "This is nothing to do with us. We buy hoods in, so it has to go back to its manufacturers, Polyfacto." Once again, Pilgrim just weren't interested, so I decided to do the easiest thing and take the hood and sidescreens back to Polyfacto myself.

On the way down to Polyfacto's Hailsham premises, I had a terrifying experience. Luckily, when it happened I was only doing about 35-40mph going up a hill. I just cannot imagine how serious things could have been had I been doing 70mph on a motorway.

Very suddenly, the Sumo's front offside suspension collapsed, causing the front wheel to part company with the chassis and go in one direction while I and the rest of the

Below: Alan Howell hasn't had a very good experience with the kit car industry. His Pilgrim Sumo is Sierra based and V8 powered.



The Legal Bit....

WHEN ALAN HOWELL PURCHASED HIS CAR FROM PILGRIM, HE entered into a straightforward contract which consisted, at least in part, of a number of statutory implied contractual terms under the Sale of Goods Act 1979, as amended by the Sale & Supply of Goods Act 1994.

Section 14 of the Sale of Goods Act 1979 as amended by Section 1 of the Sale & Supply of Goods Act 1994 says: "...Where the seller sells goods in the course of a business, there is an implied term that the goods supplied under the contract are of satisfactory quality.The goods are of satisfactory quality if they meet the standard that a reasonable person would regard as satisfactory, taking account of any description of the goods, the price (if relevant) and all other relevant circumstances.The quality of goods includes their state and condition and the following (among others) are in appropriate cases aspects of the quality of goods -

- | | |
|--|----------------------------|
| (a) Fitness for all the purposes for which the goods are supplied, | (b) Appearance and finish, |
| (c) Freedom from minor defects, | (d) Safety, and ... |
| | (e) Durability." |

There is no fixed standard or benchmark against which you can compare a car in order to determine whether or not it is of satisfactory quality. Therefore, to ascertain its exact or fundamental nature you must ask the objective question: what should the reasonable person expect from the car given its age, recorded mileage and price? Clearly, the concept of satisfactory quality extends beyond mere usability to encompass future saleability, pride of ownership and personal enjoyment.

Breach of the statutory implied contractual terms incorporated into the contract between the buyer and seller amounts to breach of contract. The legal remedy for breach of contract which is usually dispensed by the courts is an award of damages which is quantified or assessed on the basis that it is sufficient to pay for the cost of remedial repairs or rectification work and all other consequential out of pocket expenses.

car went the other. Accompanied by plenty of grinding sounds, everything skidded along the road and finally skidded to a halt. The engine sump took most of the impact and not surprisingly its bottom was torn off allowing all the oil to pour over the road. It was a shattering experience, and one in which I was extremely lucky not to have a serious crash and suffer serious injury - or cause serious injury to anyone else. Indeed, someone could have been killed.

What had happened was that the nylock retaining nut to the lower wishbone had fallen off allowing the suspension to fall apart. The AA man who came to help walked back 50 yards or so back down the road, found the nylock nut and immediately realised what had happened. He said the nut had clearly been used twice which of course is a very dangerous thing to do with a nylock nut. How on earth Pilgrim had allowed that situation to be the case with a car it had sold as new from its own factory I cannot fathom. Why on earth hadn't my car been thoroughly checked over before I collected it? I had bought the car from Pilgrim and it was their responsibility to make sure it was right and safe.

Having managed to gather my wits together after the accident, I first phoned Pilgrim from the roadside to inform them of this shocking incident and request help. I spoke to Mr Tanner and asked whether he would pay for the towing and repairs if I had my car taken to his factory. Amazingly, he refused to help in any way. His attitude was disgusting. He and his company had been nothing but a waste of time so far and I was now completely losing faith in my Sumo. I was also worried about its construction standards and safety.

As before, the AA trailored my Sumo back to my local garage for repair. They fixed the offside front suspension and, just in case, renewed the corresponding joint on the nearside assembly. Also, the engine sump was replaced, the offside wishbone repainted and everything tidied up.

I'd spoken to Mr Tanner one last time while this work was being done. His attitude to the sump repair was "We would not replace it with a new one. We would weld a plate over the bottom and that should do it." As for the damaged wishbone, he said he'd sell me another one for about £70! I was disgusted that he simply didn't care

How Do Other Cobra Makers Perform On After-Sales Support?

WHICH KIT? TALKED TO TWO OTHER COBRA REPLICA MAKERS, BOTH of whom restored our faith in the situation. Gardner Douglas, maker of the GD 427, competes at the top end of the market and offers a back-up service to match the sort of price (around £30,000) the company might charge for a turn-key car.

"We treat all our cars as if they were our babies," says GD boss Andy Burrows, "and we like to look after them very carefully for their first year. Any problems and we get the car back to our factory and sort it out free of charge. This situation often extends longer than a year."

Second company contacted was Fiero Factory whose Euro 427 is at the budget end of the market and thus a close competitor with Pilgrim. FF tends to sell complete, turn-key Cobras for around £12,500 - £15,000, which is obviously very much on a par with what Alan Howell paid, but from there on FF's attitude is in a different league to Pilgrim's.

"Customers have an obvious right to expect a quality product," said FF boss Steve Briddon, "and we try hard to look after anybody who has a problem with one of our cars. If we build a car at the £12,500 level we will replace most parts free of charge over three months and will guarantee all new parts used for twelve months. Overall we try to be very enthusiastic and fair about the whole situation. Even when things are not our responsibility, we usually get customers to bring their cars back to the factory so that we can help them out."

or want to help one little bit.

Only two weeks after getting my Sumo back on the road again, and after only another 40-50 miles, I was horrified to have yet another serious and expensive problem. A severe knocking noise was coming from the gearbox. A lay shaft bearing had collapsed - according to my local garage, probably due to the impact with the road when the front suspension collapsed. I didn't bother to phone Pilgrim again because it was predictable what Mr Tanner would say, so I went again to my local garage. The final solution on the gearbox was to fit a replacement unit bought from RPI Engineering of Lincoln. This proved cheaper than repairing the damaged box, and I must compliment RPI on its good service and efficiency.

By now I was so angry over my experience with Pilgrim Cars that I decided to take professional advice. I talked to the AA, citizens advice people and local Trading Standards Officer, and they all said take Mr Tanner and Pilgrim to court. At this point I even phoned Mr Tanner but of course he wasn't interested. I was left with no alternative and successfully sued the man at Tunbridge Wells County Court at the end of December.

I still think my Cobra replica is a classically beautiful car and despite further problems, I enjoy driving it. But it's very upsetting to recall that through all my lousy experiences during my factory-supplied Sumo's first 1400 miles, Mr Tanner remained arrogant and unhelpful. It's ironic that on the Pilgrim video I have,

there's Pilgrim's factory manager saying: "If you need to phone, we're on the phone 6½ days a week, so no problem. You're not on your own. Once you've bought from us, we're still behind you." What a meaningless, hollow statement.

From my experience, if you want a Cobra replica, whatever you do don't buy it from Mr. D. Tanner at Pilgrim Cars. I still cannot believe what shockingly bad service and support I received from the company after I'd parted with so much of my hard-earned money. Nor can I believe how lucky I was not to suffer much more severely when my expensive, high-performance sports car's front suspension suddenly collapsed. So, to anyone wanting a Cobra replica, all I can say is I'm adamant that you don't go to Pilgrim. Go somewhere else. There are many good companies out there, like Gardner Douglas, Dax, AK Sportscars, Fiero Factory and Classic Replicas, so please try one of them, not Pilgrim.

