

The complaint

Mr S complains that a car he acquired with the assistance of finance from Moneybarn No 1 Limited wasn't of satisfactory quality.

What happened

Mr S acquired a car with finance from Moneybarn in August 2018. The car was 6 years old and had covered 58,702 miles at the point of supply. In June 2021 Mr S raised a complaint with Moneybarn that the car wasn't of satisfactory quality as it had cigarette burns in the carpets. Mr S said that he had tried to resolve this with the supplying dealership who had told him to cover the marks with car mats.

Moneybarn said that it does not source the cars and so it was up to Mr S to inspect the car prior to accepting it for any cosmetic issues. Moneybarn said that as Mr S had taken possession of the car it couldn't ask the dealership to rectify these issues. The car was later repossessed as Mr S had not made the agreed finance repayments and he no longer has the car.

Our investigator looked into the complaint and didn't think it should be upheld. They thought that there was no evidence that the car wasn't of satisfactory quality at the point of supply and they couldn't say that the damage was there at the outset. Mr S wasn't able to provide any information from the dealership to show that he had raised the issue with them. The investigator noted that even if the car did have this cosmetic damage the appropriate remedy would be a repair which could not now be carried out as Mr S no longer has the car. Mr S didn't agree and asked for an ombudsman to review his complaint.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I want to say at the outset that I have read all of the information and gone through the contact notes provided by the business in detail to understand Mr S's concerns. I can see that he bought the car in August 2018 and it is reasonable to conclude that Mr S noticed the burn marks quite soon after he got the car. I appreciate that Mr S says he raised the matter with the dealership and was told to cover the marks with car mats but I can't see that he made Moneybarn aware of the issues until nearly three years later in June 2021.

I understand the difficulties Mr S was experiencing around this time and I have taken account of why he says he didn't raise the matter with Moneybarn. But this means that there isn't much evidence about these marks from when the car was supplied to Mr S. I know that Mr S said he noticed them and raised them with the dealership but there isn't any evidence about that and Mr S hasn't been able to produce anything that would show that these marks were there at the point of supply.

In addition, it is clear that the marks are cosmetic and didn't prevent Mr S driving the car. Even if I was able to say that Moneybarn was responsible for the damage, I could only

award the cost of a repair. As Mr S no longer has the car this is not something that is fair or reasonable.

I know my decision will be a disappointment to Mr S but for the reasons I have explained I don't uphold this complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 15 April 2022.

Emma Boothroyd
Ombudsman