

## **The complaint**

Miss H complains about a car she acquired with credit provided by Moneybarn No. 1 Limited.

## **What happened**

In April 2023 Miss H entered into a regulated conditional sale agreement with Moneybarn to finance her purchase of a used car. The car was three years old, its mileage was 37,972 miles, and its cash price was £19,290.

In September 2023 Miss H complained to Moneybarn about some issues with the car. The driver's window would not close properly, and there was a rattling sound coming from the dashboard. The car was taken back to the dealership and repaired. There is a dispute about whether Miss H sent Moneybarn an email in November confirming that the repair had been successful; no evidence of this email has been provided. Miss H says that the issues have still not been resolved, and she now wants to reject the car.

Moneybarn upheld Miss H's complaint, as there was no dispute that the car had needed to be repaired. Moneybarn paid her £100 for her inconvenience. But it said that the repairs had been successful and there were no outstanding issues with the car.

Miss H then brought this complaint to our service, but our investigator did not uphold it. She said that Miss H had provided no evidence that the issues with the car had not been fixed. She thought that £100 was fair compensation.

Miss H did not accept that decision, and she asked for an ombudsman to reconsider her case. However, she did not provide any further evidence about the condition of the car.

## **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.

Legally, Moneybarn is responsible for any defects the car had when it was delivered to Miss H (other than ordinary wear and tear). But it was entitled to one attempt at repairing those defects before Miss H could exercise her right to reject the car. I've seen evidence that the dashboard was repaired (an invoice). I've seen no evidence that the window was also repaired, but I've also seen no evidence that the window was defective in the first place, or that it still is.

In the absence of evidence that the car still has a defect which has not been repaired, I am unable to conclude that Moneybarn has done anything wrong. I think that £100 is fair redress for Miss H's inconvenience, and so I do not require Moneybarn to do anything else.

## **My final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 4 December 2024.

Richard Wood  
**Ombudsman**