

The complaint

Mr B complains that First Response Finance Ltd (First Response) didn't refund his deposit when it unwound his finance agreement on rejection of his car. He would like money owing refunded with interest, a refund of court fees and an apology

What happened

The details of this complaint are well known to both parties so I won't repeat them again here instead I will focus on giving the reasons for my decision.

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.

Having done so I have reached the following conclusions:-

- I appreciate the difficult personal circumstances Mr B has shared with us and the fact a total deposit of £5490 is a significant sum to lose. There doesn't seem to be any dispute that Mr B should have got his deposit back. The issue for me to decide is if there is evidence this payment hasn't been made as Mr B says.
- I have seen a letter First Response sent Mr B in June 2016 saying the dealership would return Mr B's deposit when he collected his part exchanged car. First Response asked Mr B to contact the dealer or itself to draw this matter to a close.
- The only other information I have seen is some correspondence with the dealership in 2016 which Mr B provided. I am unclear why, given the sum in question, Mr B didn't continue correspondence with the dealership over this. Or why it took him nearly six years to go back to First Response. I think it's unlikely he couldn't have realised he hadn't got the money back, if that was the case. If so I would expect to have seen evidence of ongoing correspondence with First Response, but Mr B hasn't provided any such information
- Mr B has told us we could evidence he didn't get his part exchange car back. He may well not have done so as it's clear Mr B didn't want it back. And I understand this led to some delay as he initially refused to collect it. I think the dispute over the part exchange car however would have been a further reason to contact First Response sooner rather than nearly six years later. And not getting the car back doesn't prove Mr B didn't get his deposit back.
- I appreciate the dealership is now under a new ownership, so it's been difficult to evidence details from the time in question. But even if, as Mr B says, the owners themselves haven't changed, businesses don't have to keep records forever so it's possible there still wouldn't have been any information to refer to.
- Mr B has provided us with bank statements which, I accept, don't show a sum of money equal to his deposit paid in. However, that doesn't conclusively show the

deposit wasn't returned. It could, for example, have been paid into a different account.

- Unfortunately, as I have no evidence to show the deposit wasn't returned to Mr B I can't reasonably ask First Response to refund this sum with interest along with other costs as Mr B would like.

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 B to accept or reject my decision before 17 August 2023.

Bridget Makins
Ombudsman