

## The complaint

Mr D complains about the quality of a car he acquired from a dealership that I will call “L” under a conditional sale agreement (“agreement”) with Santander Consumer (UK) Plc trading as Santander Consumer Finance (“Santander”).

## What happened

In February 2020 Mr D acquired a used car from L under an agreement with Santander. The car was approximately two years old, had travelled approximately 34,000 miles and had a listed cash price of £47,990.00.

Under the terms of the agreement, everything else being equal, Mr D undertook to make an advance payments totalling £22,990.00 followed by 42 monthly payments of £680.10 (£28,564.20) – making a total repayable of £51,554.20 (£22,990.00 advance payment, £25,000.00 capital repayment and £3,564.20 interest repayment) at an APR of 7.9%.

Mr D says the car was advertised and sold to him as coming with the remainder of the manufacturer’s three year warranty and with an after-market exhaust, alloys and spoiler. But no other ‘modifications’ to the car were brought to his attention, including – but not restricted to – a number of changes that had been made to the ECU.

Mr D also says that it was agreed the car would be supplied with a ‘new service’ a complete set of matching floor mats (the driver’s mat being missing or nonmatching) and model type identification badges in black.

Mr D says when he picked up the car it was immediately apparent that a new driver’s floor mat hadn’t been supplied, the model type identification badges were still in the factory standard silver and there was no 10 digit code in the car to allow him to *“activate the full MMI system and car app control”*.

After a couple of weeks Mr D says the service inspection light came on. And after making a number of enquiries he concluded that the car hadn’t been serviced, prior to him taking delivery of it, as promised.

Mr D accepted from L (in full and final settlement) £110.00 for the missing or mismatched driver’s floor mat and a front grill model type identification badge not being in black. However, he spent £361.80 on getting the car serviced himself (on 8 June 2020). I initially understood (incorrectly) that Mr D had also spent £78.00 in sourcing the necessary 10 digit code.

Mr D says that shortly after taking delivery of the car he noticed excessive noise coming from the cabin, the coolant light had come on and the car was suffering from rough idling.

Because the car was under warranty Mr D took it to a manufacturer’s approved garage that I will call “W”. W topped up the coolant and reset the warning light which remedied this issue. However, W was unable to rectify the rough idling or the excessive cabin noise.

Mr D returned the car to W a second time. At this visit W concluded that to address the excessive cabin noise a new sunroof (roof frame) and driver seat frame was required, but these weren't readily available.

Mr D was due to travel abroad on holiday, so W returned the car to him with the rough idling and excessive cabin noise still present.

Mr D went on holiday in August 2020. On 21 August 2020, whilst away, Mr D got a mechanic he knew to test drive the car. This mechanic concluded that the issues Mr D was experiencing with the car (in particular the cabin noise) were likely due to a problem with the drive shaft and differential and this problem – if left unremedied – could cause other problems. This mechanic also said there was a problem with the after-market alloys (and tyres) and this was also likely to be a contributing factor in the cabin noise and the car's ride more generally.

The next day Mr D said he heard a squeaking noise he was concerned about. So, the car was taken to a manufacturer's approved garage for inspection, a garage that I will call "P". P identified that a number of bolts (securing the drive shaft to the differential) had torn. These bolts were replaced at a cost to Mr D of £146.92 (on 26 August 2020). Mr D says that P advised that replacing the bolts would ensure the car was safe to drive but ideally the drive shaft and differential should be replaced as well. Mr D says he didn't go ahead with a drive shaft and differential replacement due to the cost involved.

On 27 August 2020, whilst still away, Mr D had the alloys (and tyres) looked at by a tyre and wheel service shop. It confirmed the alloys were of poor quality, three of them needed straightening, two were over-balanced, one wasn't balanced at all, all four had old balancing glue residue that hadn't been polished out and one had undergone a poor puncture repair. Mr D had the necessary repairs carried out at a cost to him of £175.33 (on 27 August 2020).

Mr D says that after the torn bolts had been replaced and work had been undertaken on the alloys (and tyres) the excessive cabin noise reduced to a satisfactory level.

On 14 September 2020, and prior to returning to the UK, Mr D says he took the car back to P for a health check. Mr D says P identified that a new steering rack and control arm strut were needed at an approximate cost of £2,000. It was agreed with the manufacturer to have the car uplifted back to W (in the UK) for inspection – and if appropriate – repair. The car was successfully uplifted to W (in the UK).

W inspected the car and concluded that, amongst other things, the car had been fitted with an after-market exhaust displaying the message *"FOR MOTORPSORT AND/OR EXPORT ONLY"* (not just tips) and the ECU had been tampered with. And because of this it wasn't prepared to undertake any repairs and it would be voiding the warranty in respect of the drive train components.

Sometime in late 2020 Mr D discovered the car could exceed 155 mph. As a result, he concluded that more likely than not the ECU had been remapped in the past and more likely than not reset back to factory settings (before he took delivery of it) with the speed limitation reset being overlooked.

Sometime in late 2020 W replaced the sunroof (roof frame) and the driver's seat frame, work that Mr D says wasn't required because the excessive cabin noise had reduced to a satisfactory level following the replacement of the torn bolts and work being undertaken on the alloys (and tyres).

On 31 December 2020 W wrote to Mr D to say:

- it had replaced the roof frame and driver's seat frame under warranty and wasn't liable for any other issues Mr D was experiencing, or had experienced, with the car including, but not restricted to:
  - the uneven idle which might, or might not be, due to a non-standard exhaust system being fitted and past interference with the ECU
  - cost incurred by Mr D in having a number of torn bolts replaced whilst away on holiday because these, more likely than not, tore due to the car having been performance enhanced
  - possible reduction in the life span of one or more parts (in particular the drive shaft and differential) because such a reduction would be, more likely than not, as a result of the car having been performance enhanced
  - issues with the control arm and steering rack because these appear to be "*at production standard*"
  - the ECU, but it was liaising with the manufacturer's technical department in this respect
- it stood by its decision to void the warranty in respect of the drive train components because in its view the car had been "performance modified"
- it believed the car had been performance modified because the ECU appears to have been "*removed and opened up*", the car had been fitted with a "*performance exhaust*" and the failure of one or more bolts securing the drive shaft to the differential.

On 1 February 2021, and unhappy with W's response and having heard nothing substantial from Santander, Mr D complained to our service that the car was misrepresented to him, was of poor quality and not fit for purpose and for this he should be appropriately compensated.

On 26 February 2021 (after Mr D had complained to our service) Santander reissued Mr D with its final response letter ("FRL") which it said was first sent on 3 December 2020 but failed to deliver. Santander paid Mr D £80.00 for this administration error.

Under cover of this FRL Santander said it wasn't upholding Mr D's complaint, but an offer made by L in 2020 of £258.90 (£180.90 [50% x £361.80] plus £78.00) was still available for acceptance.

Mr D's complaint was considered by one of our investigators who came to the view that it should be upheld in part and that Santander should pay him:

- £361.80 in respect of the service
- £78.00 in respect of the 10 digit access code
- £150.00 for distress and inconvenience

Mr D didn't accept the investigator's view and Santander didn't accept or reject it. Therefore, the complaint was passed to me for review and decision.

In mid-2022 Mr D settled his agreement with Santander.

I issued a (first) provisional decision on this case in October 2022. In summary I said:

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

*It's clear that both parties have very strong feelings about this complaint. Both parties have provided detailed submissions in support of their respective views which I can confirm I've read and considered in their entirety. However, I trust that the parties will not take the fact that my findings focus on what I consider to be the central issues, and that they are expressed in considerably less detail, as a discourtesy. The purpose of my decision isn't to address every point raised. The purpose of my decision is to set out my conclusions and reasons for reaching them.*

*I would also point out that where the information I've got is incomplete, unclear, or contradictory, I've to base my decision on the balance of probabilities.*

*In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time.*

*Mr D's agreement is a regulated consumer credit agreement which means we're able to investigate complaints about it. The Consumer Rights Act 2015 ("CRA") says, amongst other things, that the car should've been of a satisfactory quality when supplied. And if it wasn't, as the supplier of goods, Santander are responsible. What's satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle's history and its durability. Durability means that the components of the car must last a reasonable amount of time.*

*The CRA also implies that goods must conform to the contract within the first six months. So, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless Santander can show otherwise. But, where a fault is identified after the first six months, the CRA implies that it's for Mr D to show it was present when the car was supplied.*

*So, if I thought the car was faulty when Mr D took possession of it, and this made the car not of a satisfactory quality, it would be fair and reasonable to ask Santander to put this right.*

*Given the price of the car, its age and mileage, the issues Mr D experienced with it and when, how quickly these issues were brought to W's attention and given that W identified (possibly incorrectly) that a new sunroof (roof frame) and driver seat frame were required to address the excessive cabin noise, I'm satisfied that on the balance of probabilities the car wasn't of satisfactory quality when supplied to Mr D.*

*I will now turn to W's findings in late 2020 that the car's ECU had been tampered with and as a result it had taken, amongst other things, the decision to void the warranty in respect of the drive train components of the car.*

*Now I don't dispute W's findings in this respect. But I'm not persuaded that Mr D had any work undertaken in respect of the ECU himself. Mr D has been consistent throughout the time his complaint has been with our service and I find him to be both plausible and persuasive in this respect. So put another way, I'm satisfied that on the balance of probabilities Mr D was supplied with a car by L that already had work undertaken in respect of the ECU. And given what W has said in this respect, I find that this also made the car of unsatisfactory quality when supplied to him.*

*I've considered what Santander should have to do to fairly and reasonably compensate Mr D for L having supplied him with a car that was of unsatisfactory quality. Now subject to what Mr D and Santander might want to say on this point, I think the fairest remedy here is for Mr D to be able to reject the car, rather than having it repaired.*

*I will now turn to the other issues/matters raised by Mr D.*

*Mr D says it was agreed the car would be supplied with a 'new service' a complete set of matching floor mats (the driver's mat being missing or nonmatching) and model type identification badges in black. Having considered what all the parties have said and submitted on this particular point I find that more likely than not this indeed is what was agreed. Therefore, I think Mr D should be compensated, in full, for getting a service undertaken himself after taking delivery of the car, but nothing for mats and badges because he has already been compensated £110.00 by L in this respect, a sum he accepted.*

*Mr D also says the car came with no 10 digit code to allow activation of the full MMI system and car app control. Again, having considered what all the parties have said and submitted on this particular point I find that more likely than not this indeed was the case. Therefore, I think Mr D should be compensated, in full, for having to get the code himself.*

*Mr D, whilst away, had a number of bolts replaced and work undertaken to the alloys (and tyres). Given the reasons Mr D has given for these works being undertaken, which for the avoidance of doubt I find to be both plausible and persuasive, and given that he wasn't in the UK at the time, I find that he should be compensated, in full, for getting these works done.*

*After the investigator issued his view on this complaint, Mr D – at my request – provided our service with some more information. Amongst other things this included confirmation that:*

- it will cost him £80 to put his private plate, currently on the car, on retention*
- he had stopped using the car in October 2020 and submitted a SORN to the DVLA in the same month*
- he started using the car again in May 2021, with it being appropriately serviced, MOT tested, taxed and insured*

*Given what has happened in this case, I find that Mr D should be compensated for the above matters and that he should also be further compensated for the distress and inconvenience he has been caused.*

*I then went on to explain exactly what Santander should have to do to fairly and reasonably compensate Mr D.*

*Santander responded to my (first) provisional decision to say that Mr D settled the agreement in mid-2022 and to ask whether I was aware of this fact.*

*Mr D responded to my (first) provisional decision to say he didn't agree, for various reasons, with what I said Santander should do to fairly and reasonably compensate him. Amongst other things Mr D said:*

- he had settled the agreement in full (in mid-2022)*
- he never purchased the 10 digit code required to activate the full MMI system and car app control*
- the car was insured for the period February 2020 to January 2021 at an annual cost of £1,558.34*
- the car wasn't insured for the period February 2021 to April 2021*

- the car was insured for the period May 2021 to April 2022 at an annual cost of £1,489.00
- the car was insured for the period May 2022 to April 2023 at an annual cost of £1,604.11 [sic]
- the car wasn't taxed for the period November 2020 to April 2021
- the car was taxed for the period May 2021 to December 2022
- the car wasn't taxed for the period January 2023 to date
- the car was taken off the road in October 2020 and returned to the road in May 2021
- the car was taken off the road in December 2022 and remains so
- he had paid £80.00 to put his private plate on retention
- he had purchased, at a cost of £577.07, a further years warranty on the car (February 2021 to January 2022)
- he had purchased, at a cost of £601.12, a further years warranty on the car (February 2022 to January 2023)
- he had incurred various other costs in keeping the car "legal and safe" including – but not restricted to – insurance, road tax, MOT tests and servicing
- It's his understanding that "*the law dictates that he is due a full refund*"

In January 2023 I issued my (second) provisional decision on this case. In summary I said:

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

*I remain of the view (for the reasons given in my (first) provisional decision) that Mr D was supplied with a car that wasn't of satisfactory quality and for this he should be fairly and reasonably compensated. But I agree with Mr D that what I proposed under my (first) provisional decision doesn't fairly and reasonably do that.*

*But before I go on to explain what I think Santander should have to do fairly and reasonably compensate Mr D I would like to explain the rights Mr D has under the CRA.*

*The CRA explains:*

*"If the consumer exercises the final right to reject, any refund to the consumer may be reduced by a deduction for use, to take account of the use the consumer has had of the goods in the period since they were delivered"*

*So, Mr D isn't – as I understand he might be suggesting – entitled to a full refund of the payments he has made under the agreement.*

*I will now go on to explain what I think Santander should do to fairly compensate Mr D.*

*In my view Mr D should have to pay something for the use he has had of the car. I've thought very carefully about what this sum should be.*

*Having done so, I think what Mr D should have to pay for fair usage is the difference between the cash price of the car in February 2020 and what the car is now worth less an adjustment for the time he was without the use of it. The cash price of the car in February 2020 was £47,990.00, but I can't say for certain what it's now worth. But I think I can rely on Glass' guide for an estimate of the car's current worth.*

*As of January 2023, Glass' guide gives a trade price of £33,640.00 (based on a mileage of 53,996), a difference between the cash price of the car in February 2020 and the trade price in January 2023 of £14,350.00 (or approximately £400.00 a month for the 36 months February 2020 to January 2023). And I think this sum, less £3,600.00 for the nine months (October 2020 to April 2021 & December 2022 to date at £400 a month) the car has been off the road and not used by Mr D (giving a figure of £10,750.00), represents a fair usage charge for Mr D to have to pay.*

*Mr D made the following payments to L (by way of a deposit):*

• 22 September 2019	£500.00	£500.00 (running balance)
• 23 October 2019	£5,000.00	£5,500.00 (running balance)
• 23 November 2019	£2,490.00	£7,990.00 (running balance)
• 31 December 2019	£5,000.00	£12,990.00 (running balance)
• 31 January 2020	£10,000.00	£22,990.00 (running balance)

*And £27,037.84 to Santander by way of payments against his agreement between March 2020 and mid-2022.*

*So, it follows that what I've found is that Santander should refund £2,240.00 of the £5,000.00 paid by Mr D to L on 31 December 2019 (£12,990.00 less £10,750.00), the £10,000.00 he paid to L on 31 January 2020 and all of the payments he made to it of £27,037.84 between March 2020 and mid-2022 – together with interest.*

*For the reasons given in my (first) provisional decision, and in light of Mr D's response to my (first) provisional decision, I'm of the view that Santander should:*

- refund to Mr D the payments he made of £361.80, £146.92 and £175.33 together with interest, but it need not pay him the sum of £78.00 for 10 digit code required to activate the full MMI system and car app control*
- pay Mr D (on evidence being provided) the £80.00 he paid to put his private plate on retention together with interest*
- refund the cost to Mr D of insuring his car for the period October 2020 to January 2021 whilst it was off the road together with interest*
- pay Mr D an additional £500 for the distress and inconvenience he's suffered as a result of being supplied a car that wasn't of a satisfactory quality*

*I'm also satisfied that Mr D shouldn't have to bear the cost of insuring the car from January 2023 (for similar reasons that I found he shouldn't have to bear the cost of insuring the car for the period October 2020 to January 2021) and this cost should be refunded together with interest.*

*I will now turn to the other costs Mr D has incurred, and says he has incurred, in purchasing two extended warranties and in keeping the car "legal and safe".*

*In my view it wouldn't be fair or reasonable for me to direct Santander to refund these costs. I say this having had regard to the fact that although purchasing two extended warranties would have given Mr D peace of mind, I'm not persuaded these were necessary purchases. Regarding the other costs Mr D says he has incurred, to keep the car "legal and safe", it's my view that given the time the car was on the road and being used by Mr D, rather than off the road and not being used, these costs are ones that Mr D should have to fairly and reasonably bear.*

I then went on to explain exactly what Santander should have to do to fairly and reasonably compensate Mr D.

Santander didn't respond to my (second) provisional despite a number of time extensions being granted for it to do so.

Mr D responded to my (second) provisional decision to say he didn't agree with what I said Santander should have to do to fairly and reasonably compensate him. In summary he said:

- the CRA states “*any refund to the consumer **may** be reduced by a deduction for use...*” [Mr D's emphasis] not that it will
- he should only be charged for usage (depreciation) up to the point in time he first asked to reject the car
- Glass' guide trade price of £33,640.00 undervalues the car
- I should discount the £10,750.00 for fair usage by a sum to reflect that usage was impaired
- it's unfair on him to deduct the sum of £10,750.00 for fair usage from his deposit payments rather than his later payments
- the car wasn't used by him for periods of time not noted by me, and he should be compensated for these periods (the month of September 2020 and the months of July, August and September 2022)
- the cost of insuring the car for the period May 2022 to April 2023 was £1,383.00 not £1,604.11
- £500.00 doesn't adequately compensate him for the distress and inconvenience this whole matter has caused him
- he should be compensated for the cost of purchasing the two extended warranties because these were purchased in good faith and to mitigate further substantial repair costs
- should he not be awarded interest at 8% plus Bank of England Base Rate
- his cheque payment of £80.00, for putting his private plate on retention, was debited to his bank account on 23 February 2023

### **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.

Santander didn't respond to my (second) provisional decision despite being granted a number of time extensions in which to do so. It also said that it wasn't in a position to respond because it was waiting for L (the original supplying dealership) to supply it with its view on matters and its view on my provisional findings.

Now I can understand why Santander might want to have sight of L's view on matters, but this complaint isn't against L, it's against Santander. Furthermore, although my (second) provisional decision was issued to both parties in January 2023, my (first) provisional decision was issued to both parties in October 2022.

So, although my (second) provisional decision concluded that Mr D should be compensated differently to what I concluded under cover of my (first) provisional decision, the grounds for upholding Mr D's complaint weren't materially different between the two decisions. This means that Santander has been aware of my view on matters for a number of months. And because of this I see no good reason to grant Santander any more time to respond.

I will now turn to what Mr D has submitted in response to my (second) provisional decision.

I don't agree with Mr D's interpretation of the CRA. In my view the CRA allows for a deduction for usage and the right to apply one (everything else being equal) rests with the party making the refund, not the party receiving the refund.

I remain of the view that it's entirely appropriate that Mr D pay for the use he has had of the car and for each period of time he had use of it or could have had use of it if it wasn't for the fact he wasn't in the country. In other words, it wouldn't be appropriate, fair or reasonable that he should only have to pay for the use he had of the car up to the point in time he first asked to reject it.

When considering how much the car has depreciated, between the time Mr D acquired it and January 2023, I'm satisfied that it's entirely reasonable to use the price Mr D paid for the car (regardless of what it might have been valued at by one or more of the trade price guides at the relevant time) and Glass' trade price of the car in January 2023. In my view it was Mr D's decision to acquire the car at the price he did, and it wouldn't be fair to 'hold' Santander responsible for Mr D overpaying for the car (if indeed that is what he did). I would also add that Glass' January 2023 trade price takes into account the car's actual mileage and is based on it being fault free.

Taking what I found in my (second) provisional decision Santander should have to do to fairly and reasonably compensate Mr D in total I don't think it would be fair to discount the sum of £10,750.00 for impaired use. I would also add that it was Mr D's decision to use the car for the periods of time that he did when the choice of not doing so was always available to him.

I accept that deducting the sum of £10,750.00 for fair usage from his deposit payments I'm awarding Mr D less in interest than if I was to deduct this sum from his later payments, or equally over the period he has had the car in his possession. But I'm satisfied that this isn't unreasonable in all the circumstances of this case and in light of what I found in my provisional decision Santander should have to do to fairly and reasonably compensate Mr D in total.

In awarding what I did in my provisional decision I took into account that Mr D's car was with P from 14 September 2020, prior to being returning to the UK. Therefore, I'm not persuaded that I need to increase the compensation for this fact.

I accept that Mr D might have been out of the country between July and September 2022 so wasn't using his car. But given that it was taxed and insured during this period, and Mr D would have been able to have used it had he returned to the UK during this period, I'm not persuaded that I need to increase compensation for this fact.

I would like to thank Mr D for pointing out that the cost of insuring the car for the period May 2022 to April 2023 was £1,383.00 not £1,604.11. And I can confirm that I've made an appropriate adjustment for this fact in my final award.

I don't underestimate the distress and inconvenience this whole matter has caused Mr D. But I remain of the view that £500 represents a fair sum for Santander to have to pay him in this respect.

I appreciate the reason Mr D has given for purchasing the two extended warranties, but I remain of the view that this wasn't necessary. I would also add that had Mr D not elected to purchase these two extended warranties and something further went wrong with the car then, everything else being equal, I would have awarded Mr D any costs he incurred in this respect (together with interest).

As outlined on our website 8% simple interest a year is the rate we tend to award consumers who have been without money and this rate is *"the current rate on judgement debts"*.

Given what I say above in respect of Mr D's response to my (second) provisional decision and given that Santander provided nothing materially new in response to my (second) provisional decision for my consideration I can confirm that I remain of the view that with the exception of an adjustment for the cost Mr D incurred in insuring the car between May 2022 and April 2023 Santander must compensate Mr D in line with what I found it should compensate him in my (second) provisional decision.

### **My final decision**

My final decision is I uphold this complaint and Santander Consumer (UK) Plc trading as Santander must:

- collect the car at no cost to Mr D
- refund to Mr D £39,277.84 being the difference between what he paid for the car of £50,027.84 (£22,990.00 to L and £27,037.84 to Santander) and the sum of £10,750.00 for fair usage.
- pay Mr D interest at 8% simple a year on £12,240 of the above sum of £39,277.84 broken down as follows:
  - £2,240.00 from 31 December 2019 to the date of settlement\*
  - £10,000.00 from 31 January 2020 to the date of settlement\*
- pay Mr D interest at 8% simple a year on each payment he made after the payment of £10,000 on 31 January 2020 from the date each payment was made to the date of settlement, payments that total £27,037.84\*
- refund to Mr D the payments he made of £361.80, £146.92 and £175.33 together with interest at 8% simple a year from 8 June 2020, 26 August 2020 and 27 August 2020 respectively to the date of settlement\*
- refund Mr D the payment he made of £80.00 to put his private plate on retention together with interest at 8% simple a year from 23 February 2023 to the date of settlement\*

- refund to Mr D the payment he made of £1,558.34 to insure the car for the period February 2020 to January 2021 less £1,038.89 (this sum representing the cost of insuring the car between February 2020 and September 2020 when it was on the road) together with interest at 8% simple a year from the date of payment to the date of settlement\* ^1
- refund to Mr D the payment he made of £1,383.00 to insure the car for the period May 2022 to April 2023 less £806.75 (this sum representing the cost of insuring the car between May 2022 and November 2022 when it was on the road) together with interest at 8% simple a year from the date of payment to the date of settlement\* ^2 less any refund Mr D is able to secure from his insurer after the car has been collected from him
- pay Mr D an additional £500 for the distress and inconvenience he's suffered as a result of being supplied a car that wasn't of a satisfactory quality

\* *HM Revenue & Customs requires Santander to take off tax from this interest. Santander must give Mr D a certificate showing how much tax they've taken off if he asks for one.*

^1 *£1,558.34/12 months x 8 months*

^2 *£1,383.00/12 months x 7 months*

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 4 April 2023.

Peter Cook  
**Ombudsman**