

## **The complaint**

Mrs O's complaint is about the quality of a car supplied to her under a regulated conditional sale agreement by Close Brothers Limited ("CB").

## **What happened**

I issued a provisional decision on Mrs O's complaint on 24 July 2024, in which I described the background of the matter and outlined my provisional findings on it. A copy of that provisional decision is appended to, and should be treated as forming a part of, this final decision.

As I have gone into the background in detail previously, it's not necessary for me to do so again here, but to summarise the relevant facts briefly:

- Mrs O was supplied with a 2010 model SUV from a prestige brand with 109,100 miles on the odometer, under a regulated conditional sale agreement with CB, on 28 January 2023.
- The car broke down due to a failed auxiliary belt on 16 February 2023, having covered about 800 miles in Mrs O's possession. The failed auxiliary belt went on to cause knock-on damage to other engine parts, including the timing belt and components in the engine top end.
- The car was off the road for repairs at the supplying dealer, between 1 March 2023 and 22 March 2023. These repairs were unsuccessful, and the car was off the road again for repairs between 24 April 2023 and 2 May 2023 (at Mrs O's expense), and 19 May 2023 and 24 June 2023 (at the supplying dealer's expense).
- Following the last set of repairs, Mrs O began to experience warning lights relating the automatic gearbox in late July or early August 2023. A fault code for intermittent overheating was diagnosed, and Mrs O was quoted a significant amount of money for repairs.

Mrs O approached the Financial Ombudsman Service, seeking to reject the car and receive reimbursement of certain costs such as her car tax and insurance.

In my provisional decision I made the following key findings:

- CB had supplied the car to Mrs O under a regulated conditional sale agreement and it was an implied term of conditional sale agreements that any goods supplied would be "satisfactory quality".
- Despite the high age and mileage of the car when it was supplied to Mrs O, I didn't think it could be considered satisfactory quality after suffering a failure of the auxiliary belt within three weeks. I thought it likely the belt (or an associated part) had been on the brink of failure when the car was supplied to Mrs O. She was entitled to seek a remedy from CB as a result.

- Mrs O had requested repairs initially and, although it's possible she asked to reject the car after the first repairs failed, she agreed for further repairs to be attempted, which were successful. So I didn't think she was now entitled to reject the car due to the failure of the auxiliary belt. I thought she was however entitled to reimbursement for any repairs she'd paid for which were related to damage caused by this failure (specifically, replacement of the timing belt and water pump).
- I thought Mrs O was also entitled to reimbursement of the cost (if any) of recovering the car to garages when it broke down.
- There was insufficient evidence of one of the other faults Mrs O had mentioned to us (an air leak from a corroded alloy wheel), or that the intermittent gearbox overheating meant the car was not satisfactory quality as supplied. I thought it possible that some of the gearbox components were beginning to wear out and would require maintenance soon, but that this wasn't to be unexpected on a car of this age and mileage.
- Mrs O had been without use of the car, which she'd been paying for monthly, for a period of two and a half months, while it was being repaired. I considered she should be refunded the equivalent of two and half monthly payments on her conditional sale agreement, and reimbursed her car tax and insurance premiums for this period of time.
- Mrs O had been caused significant inconvenience and frustration due to the unsatisfactory quality of the car supplied by CB, and CB's failure to engage with her concerns. I thought £300 compensation would be fair to reflect the impact of this on her.

I invited both parties to the complaint to comment on my provisional decision. Both Mrs O and CB have made further submissions which I'll summarise in turn.

Mrs O said she felt the car had been sold to her with a faulty alternator, and this had caused the auxiliary belt to fail. She also considered that because the alternator was faulty, it could be the cause of overheating problems with the transmission/gearbox. Alternatively, Mrs O considered the supplying dealer could have done something wrong during the last set of repairs, which had led to the problem with the gearbox. She pointed out that the fault warnings only appeared after these repairs.

Regarding reimbursement for her loss of use of the car, Mrs O said she had lost more than two and a half months. She said she had been advised in August 2023 not to drive the car to prevent further damage, so it had not been used since then. The tax and insurance had ended in January 2024 and the car no longer had a valid MOT. Overall, Mrs O considered she had paid monthly instalments, tax and insurance for 12 months while the car was parked up waiting for a decision to be made on her complaint. She said she had bank statements to show the payments she'd made.

Finally, Mrs O said that she'd expected a third party independent mechanic chosen by the Financial Ombudsman Service would have assessed the gearbox properly if there was not enough proof that it was faulty.

CB said it would accept the provisional decision, but asked that I reconsider awarding Mrs O the cost her tax and insurance, as she would have been legally required to pay these amounts anyway.

The case has now been returned to me to make a 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.

It appears neither party has disputed most of my provisional decision, so I don't intend to comment further on matters which are no longer in dispute, other than to say that my findings on them are unchanged.

The issues which remain in dispute relate to whether the gearbox problems mean the car was not satisfactory quality when it was supplied to Mrs O; how much Mrs O's use of the car has been affected by it not being satisfactory quality (and therefore how much she should be reimbursed); and whether it's fair and reasonable that Mrs O should have her car tax and insurance reimbursed at all.

I've thought about Mrs O's comments regarding the car having a faulty alternator and this leading to the gearbox overheating. It's unknown if the alternator itself was faulty, but it is known that the alternator clutch pulley was replaced as part of the repairs following the failure of the auxiliary belt. The function of the alternator is to provide electrical power to the car's systems while the engine is running, and to charge the 12-volt battery. It's unclear to me how this could cause the automatic gearbox to overheat intermittently, and it doesn't seem to be a more likely cause than the one I suggested in my provisional decision – which is that components in the transmission may have been starting to wear out after 12 years and 110,000 miles of use.

I understand Mrs O's point that the transmission issues only emerged after the dealership had completed repairs relating to the failure of the auxiliary belt, but my understanding is that the issues did not emerge immediately, but around a month later. This doesn't suggest to me that the two things are linked.

I remain of the view that the most likely cause of the transmission issues is normal wear and tear, and not something which meant the car was not satisfactory quality as supplied, or that was caused by the dealership during repairs.

Ultimately it is up to the parties to a complaint to prove their case. We may suggest to the parties that they obtain certain evidence, but the Financial Ombudsman Service is unable itself to arrange for third party mechanics to look into things – we are reliant on the information provided by the complainant (Mrs O) and the respondent (CB).

I disagree with CB's argument that Mrs O should not be reimbursed at all for her car tax and insurance. My reasons for this were explained in my provisional decision, and I don't think CB has engaged with that reasoning. It is, in essence, wasted expenditure for Mrs O *because* she was legally required to make these payments while being unable to use the car due to it not being satisfactory quality. The fact the payments were legally required meant there was no way really for her to mitigate her losses. I remain of the view that she should be reimbursed for her car tax and insurance for the period of time the car was off the road being repaired, which equates to approximately 2.5 months.

This brings me to Mrs O's point that she hasn't driven the car since August 2023, so she should be reimbursed for her loss of use, and relevant tax and insurance costs, from that month onwards. I can only require CB to cover any loss of use, or associated payments for tax and insurance, where that loss of use has been caused by the car not being satisfactory quality when it was supplied to Mrs O. I've concluded that, after the successful repairs which

were completed by 24 June 2023, the issues which meant the car was not satisfactory quality as supplied, had been resolved. I have been unable to conclude that the other faults Mrs O has reported, meant the car was not satisfactory quality when it was supplied to her.

What this means is that CB can only be held responsible for the approximately 2.5 months the car was off the road undergoing repairs relating to the broken auxiliary belt. So while I can understand why Mrs O may have made a decision to stop using the car, this decision was not necessitated by the car not being satisfactory quality when it was supplied to her, and so I cannot reasonably require CB to provide any reimbursement covering August 2023 onwards.

Ultimately, this means the conclusions in my final decision are the same as those I reached in my appended provisional decision.

### **Putting things right**

To put things right, CB will need to carry out the following actions:

- A) Reimburse the amount Mrs O paid to the specialist garage to replace the timing belt kit and water pump (believed to be £630).
- B) Reimburse any proven costs incurred by Mrs O in having the vehicle recovered to her home or to garages, up to 24 June 2023 when the remaining damage caused by the auxiliary belt failure was repaired.
- C) Reimburse to Mrs O an amount equal to two and a half monthly repayments on the conditional sale agreement, representing the time she was without the vehicle due to it not being satisfactory quality.
- D) Reimburse any proven payments made by Mrs O for car tax or insurance premiums, covering the two and a half months the car was off the road, during which she derived no benefit from these payments.
- E) To any amounts paid to Mrs O as a result of sections A) to D) above, add 8% simple interest per year\*, calculated from the date Mrs O originally made the payments which are being reimbursed, to the date the amounts are returned to her.
- F) Pay Mrs O £300 compensation to reflect the significant frustration and inconvenience caused by the car not being satisfactory quality, and the way Mrs O's concerns were handled.

Mrs O has said she has evidence of costs mentioned above – for example bank statements showing payments for her tax and insurance. She should provide this evidence to our investigator, and he will arrange for it to be passed on to Close Brothers Limited.

\*If Close Brothers Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mrs O how much it's taken off. It should also give Mrs O a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

### **My final decision**

For the reasons explained above, and in my appended provisional decision, I uphold Mrs O's complaint and direct Close Brothers Limited to take the actions listed in the "Putting things right" section above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs O to accept or reject my decision before 4 September 2024.

Will Culley  
**Ombudsman**

## **COPY OF PROVISIONAL DECISION**

**Note: the lettering of the “Putting things right” section has changed due to the way in which this document has been published. Letters “G” through to “L” should be taken to mean letters “A” through to “F” respectively.**

I've considered the relevant information about this complaint.

Having done so, I've arrived at different conclusions to our investigator, so I need to give both parties to the complaint an opportunity to provide further submissions before I make my decision final.

I'll look at any more comments and evidence that I get before 7 August 2024. But unless the information changes my mind, my final decision is likely to be along the following lines.

### **The complaint**

Mrs O's complaint is about the quality of a car supplied to her under a regulated conditional sale agreement by Close Brothers Limited (“CB”).

### **What happened**

Mrs O saw a car advertised at a dealership (“W”), and visited W to view the car on 27 January 2023. The car was a 2010 model SUV from a prestige brand, with approximately 109,100 miles on the odometer. It was advertised as having a full manufacturer service history. Mrs O says she liked the vehicle and agreed to a deal of £8,995. She traded in her existing car for £1,500 and the remainder of the price was financed under a conditional sale agreement with CB, under which she was expected to make 48 monthly payments of £225.54.

The car was delivered to Mrs O on 28 January 2023 and she says she used it to drive a short distance to work each day, and for supermarket shopping. The car lost power and broke down on 16 February 2023, and was recovered to Mrs O's home. She contacted W, who advised her to claim on the warranty.

Mrs O says she followed the advice of the warranty company and had the car taken to a garage to be inspected. She says the garage reported on 23 February 2023 that the vehicle would not start, and the auxiliary belt attached to the alternator had snapped, with parts of this belt having then gone into the timing belt. This had caused the timing belt to jump teeth, and the timing of the engine had been affected and caused the pistons to hit the valves. The garage said a new cylinder head, alternator and belts were needed, along with associated parts, at a cost of £3,892.97. Mrs O says this garage also noted that the timing belt had been replaced in October 2016 at 43,433 miles, and had been due to be replaced in October 2021 according to the manufacturer's service schedule, but that this hadn't been done according to the service book.

The warranty company declined Mrs O's claim as it said her policy didn't cover auxiliary belt failures. So she returned to W, who agreed to fix the car. W took the car back for repairs on 1 March 2023 and returned it to Mrs O on 22 March 2023. Mrs O says W was unable to provide a list of parts which had been changed, and that the car didn't feel right after the repairs, making loud noises and vibrating a lot. She says she discovered the old timing belt had been left on the car, which worried her. She spoke to W about this, but says she was told that because the timing belt wasn't the problem, it hadn't needed replacement.

Mrs O sought a second opinion from a garage specialising in this brand of car, and she says they told her the timing belt ought to have been replaced during the repairs. Mrs O decided to get the belt replaced at her own cost. The car was with the specialist garage from 24 April 2023 to 2 May 2023 while the timing belt was replaced along with the EGR cooler, which Mrs O says the garage identified as also needing replacement. The new timing belt and associated parts cost £630, while the EGR cooler cost £483.89.

Mrs O says the car wouldn't start after these repairs. She says she told the specialist garage that the cylinder head had been changed, and was told this can't have been true as the head had never been changed. Mrs O contacted W again due to the ongoing problems and suspicions that a thorough repair hadn't been completed, and this time W was able to tell Mrs O that the following repairs had been carried out by it previously:

- Replacement of the alternator clutch pulley.
- Replacement of the drive (auxiliary) belt.
- A new keyway.

W also said the top end of the engine had been stripped and inspected for internal damage, but no damage had been found. The engine had been put back together and the timing and compression checked, and it had run fine with no fault codes.

At about this time, Mrs O first complained to CB about the situation. This appears to have prompted W to contact Mrs O to offer to look at the car again. Mrs O agreed to drop off the car on 19 May 2023, and W said the car was ready to be picked up on 24 June 2023. Mrs O says W explained to her that the engine had been damaged during the previous breakdown and they'd not completely fixed it the first time, but had done so this time.

Mrs O says this second set of repairs by W seemed to fix the problems with noise and vibration, and the car was running fine. However, Mrs O has since had a few other problems with the car. In mid-July she says a tyre deflated, and the garage she took the car to said the air leak was caused by corrosion on the wheel. At the end of July, Mrs O says she booked in the car for an automatic gearbox oil change at the specialist garage she'd used before, as part of regular maintenance. She says that before her appointment, warning messages began to appear intermittently about the gearbox.

The appointment took place on 10 August 2023 and the specialist garage said it would investigate the warning messages before carrying out any oil change. It reported that there were two fault codes stored, one of which related to the transmission overheating. Mrs O was then quoted around £2,000 to replace transmission components.

Mrs O was in contact with CB throughout this process. After learning of the issues with the gearbox, she insisted she wanted to reject the car. She said she was paying road tax and insurance on a car she couldn't drive, and that due to the amount of time the car had been off the road being repaired, she hadn't been able to use it for more than two months.

CB didn't respond to any concerns about the gearbox, but did provide a final response to Mrs O about her other complaints about the vehicle, on 11 July 2023. All this response said was that CB assumed everything was resolved now as it hadn't heard from Mrs O for a while.

Mrs O subsequently referred the matter to the Financial Ombudsman Service for an independent assessment. One of our investigators looked into the complaint and reached the following conclusions:

- There wasn't enough evidence of faults with the gearbox for him to be able to

comment on this, and CB had not yet had an opportunity to investigate this concern.

- Given the car had been advertised as having a full manufacturer service history, it was reasonable of Mrs O to have expected the timing belt to have been replaced in 2021, but it hadn't been since 2016. He thought CB should cover the full bill of £1,083.89 from the April/May 2023 repairs at the specialist garage.
- CB should pay Mrs O a further £150 compensation for the stress and inconvenience caused by the faults with the car.

Mrs O responded to our investigator's assessment to say that she thought she should be able to reject the car. She said she had informed CB about the gearbox issues and been told to approach the Financial Ombudsman Service. She provided a job-sheet from the specialist garage which outlined the fault codes which had been found. Our investigator also attempted to obtain some comment from CB about the gearbox issues, but received no reply.

Our investigator informed Mrs O on 26 November 2023 that his opinion about her complaint remained unchanged. He noted the car was 12 years old when it was supplied to her, and had covered around 110,000 miles. He accepted that fault codes did seem to be showing, but this was more likely to be a wear and tear related issue.

Mrs O asked to appeal her case, so the complaint has been passed to me to decide. Mrs O has argued that she wanted to reject the car earlier and had the right to do so, but was persuaded instead to accept further repairs.

I understand the car was declared off road in either December 2023 or January 2024, and was taken by a recovery truck to a family member's driveway, where it is currently untaxed and uninsured.

### **What I've provisionally 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.

Because CB supplied the car which is the subject of this complaint to Mrs O under a conditional sale agreement regulated by the Consumer Credit Act 1974, I am able to consider a complaint about the quality of the car.

There's a term treated as included in conditional sale agreements, that where the goods are supplied to a consumer, as here, they will be "satisfactory quality". In the context of a car, what constitutes satisfactory quality will depend on things such as the age, mileage and any description of the vehicle. In this case the car was around 12 years old and had covered over 109,000 miles, so an advanced level of wear and tear would be expected, and the replacement of components which require occasional or regular replacement would likely be needed sooner than on a vehicle which was not so old or road worn. Indeed, it may even be reasonable to expect components with a long replacement cycle to be coming to the end of their useful lives on a car of this age and mileage. That said, it wouldn't generally be reasonable to describe even a car of this age and mileage as being of satisfactory quality if it was supplied with crucial parts which were broken or on the brink of failure (unless this had been made clear prior to sale).

Where goods are not satisfactory quality then the person to whom they have been supplied has certain rights under consumer legislation. Where faults which cause the goods to not be satisfactory quality emerge more than 30 days after supply, the supplier is allowed an opportunity to repair or replace them. Repairs must be carried out in a reasonable time and

without significant inconvenience to the consumer. If this is not possible then the consumer can insist on rejecting the goods and receiving a refund. There is a dispute in this case over whether Mrs O rejected the car prior to the second set of repairs being carried out – which is an issue I will return to later.

Despite the age and mileage of the car when it was supplied to Mrs O, I think it's clear that it was not satisfactory quality as supplied. It doesn't appear to be disputed that Mrs O had not even had the car for three weeks, and covered a maximum of 804 miles<sup>\*1</sup>, when the auxiliary belt failed and caused knock-on damage to other components. My understanding from the evidence is that the belt which runs from the engine to the alternator (called variously the auxiliary, serpentine or drive belt) broke and parts of it were ingested under the timing cover, causing the timing belt to jump teeth and cause further damage to the top end of the engine.

Given how quickly it failed, I think it's likely the auxiliary belt, or a related component, was worn out to the point of failure when the car was supplied to Mrs O. In light of this, I don't think a reasonable person would have considered the car to be satisfactory quality.

Mrs O was therefore entitled to seek a remedy from CB (although she chose, as many consumers do, to approach the supplying dealership – W – first). She did not ask to reject the car at this point, and opted for repairs. These repairs were only partially successful, and it again doesn't seem to be disputed that further work was needed to repair the damage caused by the failed auxiliary belt. Mrs O says she tried to reject the car at this point. I've not seen specific evidence of this – but even if she did it seems she did ultimately agree to accept further repairs. In my view it would only be reasonable for Mrs O to be able to reject the car if the second set of repairs also failed to rectify the damage caused by the failed auxiliary belt. It seems these repairs were in fact successful so I don't think Mrs O can reject the car due to the problems caused by the belt failure.

I acknowledge this isn't the only problem Mrs O has had with the car. I will cover the other problems below.

#### Air leak

I don't think there is enough evidence that Mrs O had a flat tyre in July 2023 (the vehicle had covered around 1,000 miles at this point) which was caused by an air leak from a corroded alloy, or of the cost of any repairs Mrs O paid for in relation to this.

#### Gearbox faults

I don't think there is enough information about the potential gearbox faults for me to be able to determine that these made the car unsatisfactory quality. One of the fault codes suggests clutches in the automatic gearbox are overheating intermittently. This doesn't necessarily prove that the gearbox is faulty or was otherwise in an unsatisfactory condition at the point the car was supplied to Mrs O. It's possible parts are beginning to wear out and may require maintenance soon, but I think that's not to be unexpected in a car of this age and mileage.

#### EGR cooler

There's no explanation of why this component was replaced during the April/May 2023 repairs at the specialist garage. So I don't know if this was because it was faulty, if it was coming towards the end of its useful life, or was replaced for reasons of preventative

---

<sup>1</sup> The car was delivered to Mrs O by W, so the mileage on delivery is likely to have been higher than the amount indicated on the conditional sale agreement.

maintenance. I don't think there's enough evidence that the car was rendered unsatisfactory quality due to the condition of the EGR cooler, and therefore it isn't reasonable to require CB to cover the cost of its replacement.

Having considered the other faults reported by Mrs O, I've moved on to consider the costs she's incurred as a result of the car not being satisfactory quality which should fairly be covered by CB.

*Some of Mrs O's costs should be covered by CB*

Most repairs relating to the auxiliary belt failure have been carried out at W's expense, with the notable exception of the replacement of the timing belt kit. There's been much focus on whether the belt should have been replaced prior to the car being supplied to Mrs O, to ensure it accurately met the description of having a full manufacturer service history. But I think there's a much simpler reason why the cost of replacing the timing belt should not have to be borne by Mrs O.

The evidence suggests the timing belt jumped teeth after being struck by parts of the broken auxiliary belt. Mrs O says the specialist garage advised the timing belt should have been changed as part of the repairs necessitated by the broken auxiliary belt, and that the first garage she took the car to as part of the warranty claim, also included a timing belt change as part of the proposed repair works. While there's nothing in writing to show this was the advice Mrs O was given, it appears to me almost to go without saying that if such a critical and vulnerable<sup>2</sup> component had been struck by other broken engine parts, then it ought to be replaced, even if not visibly damaged.

In light of this, I think it would be reasonable for CB to cover the cost of replacing the timing belt kit. I understand this came to £630 total, including changing the water pump (which is attached to the timing belt and normally replaced at the same time).

Mrs O has referred to other costs which I think ought to be covered by CB, but which she has not provided specific evidence of. She's referring to needing to have the car recovered to garages after it broke down with the auxiliary belt failure. If this came at a cost to her then I think it's fair these costs are covered by CB as they have arisen due to the car not being satisfactory quality. Mrs O will need to provide invoices and receipts if she wants CB to cover these items.

The car was also off the road for a significant period of time, causing wasted expenditure for Mrs O, which I go on to consider below.

*Mrs O has been without use of the vehicle for significant periods of time*

Based on the dates the car was in various garages as a result of the auxiliary belt failure, I think Mrs O was without the car for two and half months.

I think it's fair that Mrs O should be refunded two and a half monthly repayments on her conditional sale agreement, given she was unable to use the car she was paying for over that period of time. Mrs O has referred to paying for tax and insurance as well. While it would have been a legal requirement for Mrs O to keep the car taxed and insured, I recognise that she's not derived any benefit from having made these payments if the car has been off the road being repaired. In the circumstances I think it would be fair and reasonable that CB reimburses Mrs O's tax and insurance costs for that period of two and a half months also. Again, Mrs O will need to provide evidence of having incurred these costs.

---

<sup>2</sup> These belts are often made of rubber.

Finally, I think Mrs O has been caused significant inconvenience and frustration due to the car not being satisfactory quality. She's needed to go back and forth numerous times with various garages and with CB themselves, and she has at times referred to the inconvenience of having to deal with these issues as a working parent. CB's response to the issues has been poor in my view – it has barely engaged with the complaints process at all, and this has aggravated the impact on Mrs O. I think a compensation payment of £300 would be fair in the circumstances.

### **Putting things right**

I appreciate this has been a lengthy document, so I have summarised what I am currently minded that CB should do to put things right below, as a result of it supplying Mrs O with a car which was not satisfactory quality:

- G) Reimburse the amount Mrs O paid to the specialist garage to replace the timing belt kit and water pump (believed to be £630).
- H) Reimburse any proven costs incurred by Mrs O in having the vehicle recovered to her home or to garages, up to 24 June 2023 when the remaining damage caused by the auxiliary belt failure was repaired.
- I) Reimburse to Mrs O an amount equal to two and a half monthly repayments on the conditional sale agreement, representing the time she was without the vehicle due to it not being satisfactory quality.
- J) Reimburse any proven payments made by Mrs O for car tax or insurance premiums, covering the two and a half months the car was off the road, during which she derived no benefit from these payments.
- K) To any amounts paid to Mrs O as a result of sections A) to D) above, add 8% simple interest per year\*, calculated from the date Mrs O originally made the payments which are being reimbursed, to the date the amounts are returned to her.
- L) Pay Mrs O £300 compensation to reflect the significant frustration and inconvenience caused by the car not being satisfactory quality, and the way Mrs O's concerns were handled.

\*If Close Brothers Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mrs O how much it's taken off. It should also give Mrs O a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

### **My provisional decision**

For the reasons explained above, I am currently minded to uphold Mrs O's complaint in part, and direct Close Brothers Limited to take the actions outlined in the "putting things right" section of this provisional decision.

I now invite both parties to the complaint to let me have any further submissions they would like me to consider. These must reach me before 7 August 2024. I will then review the case again.

Will Culley  
**Ombudsman**