

The complaint

Mrs E complains about a car acquired through a Hire Purchase agreement with RCI Financial Services Limited ('RCI'). Mrs E complains that a fault arose with the car 25 days after picking it up and the repairs were delayed. She incurred costs as a result of the car not working and wants a refund along with handing the car back.

What happened

Mrs E acquired the car in July 2023. It was seven years and nine months old, had covered 24,129 miles and it cost £9,216.00. Mrs E says warning lights were intermittently illuminating soon after the car was supplied. These became more regular and after noticing what she thought was oil in the coolant container she called the dealership on 12 August 2023.

The dealership was a long way away so she took the car to a local garage to be inspected under warranty. She was given a courtesy car, but the garage eventually confirmed it couldn't repair the car under warranty, so she had to return its courtesy car.

The dealership arranged for her car to be collected on 30 August 2023 and a courtesy car was provided. Mrs E called RCI on 6 September 2023 to explain she'd been advised the head gasket had failed. At this point it'd taken 17 days just to get the car collected and she no longer wanted the car. She said the dealership wasn't helping resolve the issue.

She followed this up on 17 September 2023 and explained that she'd struggled to get updates from the dealership – and that she still wanted to reject the car. She said she was contacted mid-to-late October and early in November to say the dealership was still waiting for parts. And she still wanted to reject the car.

RCI responded to the complaint, saying there were issues with the car early on, but repairs were agreed, during which time she was given a courtesy car. It said that the repair had taken place and would be delivered back to Mrs E. So it felt this was a fair resolution.

Although the car had been repaired a few weeks earlier, it wasn't returned to Mrs E until 7 December 2023. When it was returned, Mrs E highlighted further concerns about oil residue still being present and the maintenance light being illuminated on the dashboard. The car went back to the dealership, who confirmed there was a small amount of residue in the system, but it had been flushed several times and there wasn't any fault to speak of. They said the maintenance light was a notification that the car was due a service, and as the oil had been changed at the point of repair, this light was simply reset.

Mrs E continued to complain about the matter to the manufacturer and dealership. A letter from the manufacturer on 11 March 2024 said they weren't sure why the garage Mrs E had initially dropped the car to was unable to complete the repairs, however once that was established the car was collected and it was then found the water pump had failed leading to a head gasket leak. This was repaired and the car was returned to her in full working order. Although Mrs E immediately returned the car once more, they said the car was fully repaired and now needed to be collected or Mrs E would incur storage charges.

Mrs E wasn't happy with this. She had to pay for public transport to get to the airport when she'd already booked parking she couldn't now use, and had to borrow money to buy a replacement car she could rely on. With RCI having rejected her complaint, and not getting any further with the manufacturer and dealership, she referred the complaint to our service.

The investigator considering the complaint felt that the available evidence indicated there was no longer a fault with the car that RCI was responsible for.

Mrs E disagreed. She said the fault with the car was raised in the first 30 days. It took a long time for the car to be collected and when it was returned the repair wasn't effective. The engine management light was on and there was oil in the water system. She felt it was in the dealership's interest to say there wasn't an issue with the repairs and she maintained it was fair to be able to reject the car. Mrs E asked for an ombudsman to review the case.

I issued a provisional decision upholding the complaint. I've copied the key parts below.

'At the point of supply the car was seven years and nine months old, had covered 24,129 miles and it cost £9,216.00. Mrs E paid a deposit of £4,499.00.

It's not in dispute there was an issue with the car very early on. Mrs E raised her concerns within about 25 days.

At this point she would have been entitled to exercise her short-term right to reject the goods, however efforts were made to bring about the repair of the goods and Mrs E seemed happy with this – aside from the initial difficulty in establishing whether or not the garage local to her would be able to fix the issues.

As the option to repair the issue was pursued, the supplier then had the right to make good the issue. However, as set out in the Consumer Rights Act 2015, it had to do this in a reasonable time and without significant inconvenience to Mrs E.

If the repair was carried out in reasonable time and without significant inconvenience to Mrs E, she would have no further right to reject the goods, unless the issue with the car wasn't resolved once it was returned to her.

In this case, she raised the issue around 12 August 2023. The car wasn't repaired and returned to her until 7 December 2023. This took just short of four months, when Mrs E raised the issue within a few weeks of having the car and became concerned about the amount of time it was taking.

It has been said the repair took this long because of delays in having the parts delivered. While that may be the case, this is a substantial amount of time to repair the issue. Throughout this time Mrs E expressed her wish to exit the agreement because of the amount of time it was taking – and she explained the impact this was having on her.

Mrs E did have use of a courtesy car, but that on its own isn't sufficient to remove her right for the goods to be repaired within a reasonable time. Because the repair wasn't completed in a reasonable amount of time, even if I accept the underlying reasons for the time taken, Mrs E had the right to reject the goods on this basis.

I've also thought about when the car was returned to her on 7 December. Mrs E claimed the issue remained and that the repairs weren't successful. I understand the dealership took the car back, carried out further flushing of the system, tested the car and everything was said to be okay. However if the original repairs were satisfactory, it's not clear why any further action was taken by the dealership.

After the car was returned to Mrs E, evidence of the very issue she complained about was still present and the engine management light was still illuminated. If the repairs were effective, I don't think Mrs E would have been able to point to an issue that remained. Similarly if there was no issue, the dealership wouldn't have had anything to act upon in order to make the car conform to contract once more.

Given the dealership acknowledged the 'small amount of residue in the system' and flushed the system to remedy it, I consider the original repair wasn't fully effective. As such, this gave Mrs E the right to reject the car in any event. However I don't rely on this point to say that Mrs E already had the right to reject the car. She was already able to do this because of the unreasonable delay in her car being repaired and returned to her.

Putting things right

Because of this the agreement should end with nothing further for Mrs E to pay.

Mrs E has been charged storage costs by the dealership, which RCI should seek to have waived or pay them on Mrs E's behalf. I don't think it's fair for her to have incurred unavoidable costs as a result of her not being able to use her car. She mentioned paying for airport parking she could no longer use. It's possible this parking was cancellable, but Mrs E should provide me evidence of these costs and confirm whether she has already been refunded by the parking company.

Mrs E wasn't able to use the car she paid for, for almost the entire period concerned, so she should be refunded part of the payments she made. She had a courtesy car for the majority of the time her car was being repaired, so she was kept mobile, but I don't think this was always as seamless as it could have been. She wasn't able to enjoy her car in the way she wanted. Because of this she should receive 25% of her payments up to the point the courtesy car was returned. Without having her own car, if she made any payments after the courtesy car was returned, these should be refunded in their entirety.

Her part-exchange and deposit should also be refunded. And any adverse information should be removed from her credit file. This matter has been very long-winded and has had a great impact on Mrs E. I think it would be fair for RCI to pay her £250 to reflect the distress and inconvenience caused.'

Responses to the provisional decision

Mrs E said the cost price of the car was £9,491, because a warranty was included in the price. She also showed the courtesy car was due to be collected in January 2024.

She said she had a £61 parking voucher as part of a package holiday, which she was unable to use. She was credited the £61, but she had unexpected costs in the form of train journeys to and from the airport (£113.70) and staying overnight at a nearby hotel (£86.00). With the £61.00 credit, she paid an extra £138.70 in total. She also said her daughter had to pick her up from another city, and those fuel costs were incurred too.

RCI provided comments from the dealership. They said I shouldn't have deviated from the decisions of the Motor Ombudsman, the investigator's view on the complaint, their own legal advice and the manufacturer's view on the matter. And having done so indicates bias.

They said the repair of the car was less than four months and was closer to two months. The four months between the car failing and being returned to Mrs E included: awaiting the delivery of parts, which was outside the dealer's control; the initial garage declining the

repair; the dealership arranging collection of the car, which they say they didn't have to do; and arranging the delivery of the car post-repair.

They said the car being flushed again after the first repair was only to appease Mrs E, and didn't reflect the standard of repair. They said Mrs E was '*comparing the plastic expansion bottle of her vehicle compared to the clear almost brand-new white bottle of the courtesy vehicle*'.

They said Mrs E had the opportunity to take the vehicle back after this repair and she didn't have the right to use their facilities as storage during the dispute. And that the ombudsman didn't have jurisdiction to ask for the storage charges to be removed.

They reminded the ombudsman that the repair was carried out correctly, with the car being returned to working order. These repairs were authorised by Mrs E, so she couldn't then change her mind later on. They also reminded the ombudsman that the extent of the damage was caused by Mrs E continuing to drive the car, which meant it going from a failed water pump to a failed water pump and head gasket.

RCI felt that the timeline for the repairs wasn't what was outlined in the provisional decision, and so didn't give Mrs E the right to reject the goods. It said it felt the initial repair was unsuccessful – although this was clearly a typo. It said the further work after the initial repair was simply to give Mrs E peace of mind that the repair was fully completed.

It said the ombudsman should issue a decision in line with previous outcomes in this case.

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.

After considering the responses to the provisional decision, I've come to the same overall conclusions about the quality of the car for the same reasons as set out in my provisional decision. I won't repeat those in full here.

I'm required to take into account the relevant laws and regulations; regulators rules, guidance, and standards; codes of practice and, when appropriate, what I consider to have been good industry practice at the relevant time. I may not comment on every point that's been raised, but I have read and considered everything that's been said. Instead I will focus on what I think are the key points to reach a fair and reasonable decision. This reflects the nature of our service which was set up to be an informal alternative to the courts.

Where information or evidence is missing or contradictory, I'll make my decision based on the balance of probabilities – that means what I consider to have more likely than not happened – given the available information. I will lay out what I consider to be the key facts and the considerations I've taken into account when reaching my decision.

The dispute is not so much around whether the car was of satisfactory quality at the point of supply, but more around whether Mrs E had the right to reject the goods while they were being repaired by the dealership.

The dealership have asked certain questions about the role of the ombudsman, our powers, the extent of our jurisdiction, an ombudsman's ability to independently review a complaint that remains unresolved – and RCI seems to have relied on the dealership's comments in its response to the provisional decision.

The ombudsman service has statutory powers to resolve disputes between firms and their customers. This complaint is in our jurisdiction and so we have the power to consider its merits. As part of the process, if a complaint remains unresolved either party has the right to have the ombudsman review the complaint as a whole in order to determine what's in their opinion fair and reasonable in the circumstances. There's a requirement for me to take into account the relevant laws and regulations; regulators rules, guidance, and standards; codes of practice and, when appropriate, what I consider to have been good industry practice at the relevant time – and what I consider to be fair and reasonable in the circumstances.

There hasn't been any other binding decision I've been made aware of that might reasonably prevent me from issuing a final decision on this case.

The dealership's comments suggest I'm bound by legal advice they have sought, a recent non-binding adjudication from another ombudsman scheme, and the investigator's initial opinion on the complaint. However this isn't the purpose of an ombudsman's determination.

The conclusions of others who have looked at the same facts do not influence the outcome of my determination. Under the Financial Services and Markets Act 2000 (s.228(2)), I have to determine complaints based on what I think is fair and reasonable in the circumstances.

The dealership have said the outcome of the provisional decision '*clearly appears to have some personal bias*'. RCI seems to endorse these comments, relying on them as part of its response to the provisional decision, but there's nothing elaborating on how this might be the case. Inevitably our decisions may favour one party's account more than the other, but that's sometimes simply the nature of dispute resolution.

I don't know if the dealership had the chance to read the provisional decision in full, because many of the disputed facts are outlined in the provisional decision in a way that actually corresponds with what the dealership says happened. I will expand on these points, but I don't think there's actually too much disagreement about the underlying facts. The interpretation of the underlying facts does differ in some respects and I will also explain that in more detail further on.

Parties often have a difference of opinion around what's happened or dispute the interpretations of those facts. These are perfectly legitimate areas of disagreement – and exploring these areas are helpful for getting to the bottom of a particular dispute and reaching a fair and reasonable outcome overall.

With this being said I will focus now on the facts of the actual case and my decision on what's fair and reasonable given those circumstances. The key facts in dispute are how long the repairs took and whether any issues remained after the car was initially repaired.

I'll take those in turn. Most of these points were raised by the dealership, but I will refer to them being raised by RCI throughout as the party responsible for these matters.

How long did repairs take and what were Mrs E's rights?

To reiterate, Mrs E acquired the car through a Hire Purchase agreement with RCI. Under this type of arrangement, RCI became the supplier of the car and is responsible if the goods aren't of satisfactory quality when provided. The key legislation for me to consider in complaints of this nature is the Consumer Rights Act 2015 ('CRA'). This outlines, among other things, that goods should be of satisfactory quality at the time they're supplied.

Satisfactory quality is the standard a reasonable person would expect taking into account, among other things, the description, age and price of the goods. The quality of the goods

includes their state and condition - and where appropriate their fitness for purpose, appearance, freedom from minor defects, safety and durability should be taken into account.

RCI has argued it was closer to two months of 'actual repair'. But it says '*the four months stated*' in the provisional decision includes: waiting for the parts, failed negotiations with another garage to carry out repairs and arranging the collection and delivery of the car.

RCI hasn't defined what 'actual repair' means. However 'repair' is defined in the CRA. But I think at the outset it would be useful for me to restate some of the explanation I gave in the provisional decision, the relevant parts can be read in full above.

Mrs E raised her concerns within about 25 days of getting the car. She seemed happy for the goods to be repaired, and the supplier then had the right to repair the goods. But they had to do this in a reasonable amount of time and without significant inconvenience to Mrs E.

In this case, she raised the issue around 12 August 2023. The car wasn't repaired and returned to her until 7 December 2023. This took just short of four months, in the context of Mrs E raising the issue within a few weeks of having the car and then repeatedly expressing concerns about the delays in the process and the impact this was having.

There was an initial difficulty in getting her local garage to repair the car. It has also been said the repair in part took this long because of delays in having the parts delivered. While that may be the case, this is still a substantial amount of time to repair the issue.

The 'actual repair' was said to take two months. And in the description of events, this has been bookended by things said to be outside the dealer's control or by arranging the collection and delivery of the car. However, these time periods, which are alleged not to be part of the repair time, haven't been precisely quantified.

The car failed on 12 August 2023. It seems the dealership knew the local garage wouldn't repair the car within a week of that date. They collected the car on 30 August 2023. I haven't seen any suggestion that the inspection into the car was started until mid-to-late September 2023, at which point parts had to be ordered. They say the repairs were completed mid-November 2023. They returned the car on 7 December 2023.

These facts don't meaningfully differ from what's been disputed. However the definition of 'repair' has been artificially narrowed in order to reduce the time period concerned.

RCI contends that, in principle, the repair time can't include the time where 'actual repairs' weren't being carried out. However there's nothing in the CRA which says that.

I think a plain reading of the CRA shows if a consumer agrees to a repair, "*the trader must... do so within a reasonable time...*" (s.23(2)(a)). The consumer can't reject the goods if they've agreed to a repair "*without giving the trader a reasonable time to repair them...*" (s.23(6)). And repair means "*making them conform*" (s.23(8)).

If, during repair, "*the trader is in breach of the requirement of section 23(2)(a) to do so within a reasonable time*" then the consumer has the final right to reject the goods (s.24(5)(c)).

There has been a repair if the consumer agrees to a repair and "*the trader has delivered the goods to the consumer, or made the goods available to the consumer...*" (s.24(6)). Where goods are repaired "*at the consumer's premises*", they are considered to have been "*made available when the trader indicates that the repairs are finished*" (s.24(7)).

Even if I were to accept that the initial garage's decision to not repair the goods wasn't factored into the equation here. The dealership knew they had to carry out the repairs themselves by 19 August 2023. Given their responsibility to complete repairs in a reasonable amount of time, they did not take steps as far as I can see to expedite repairs in order to avoid any liability under s.24(5)(c) of the CRA.

As stated in the provisional decision, I acknowledge Mrs E had a courtesy car, but that doesn't remove her rights for repairs to be carried out in good time. And to reiterate, in the CRA repairs mean making goods conform to contract. Even if there were any delays outside the dealership's control, the CRA outlines rights consumers can enforce – and it doesn't allow the degree of latitude that is being sought here.

The point can easily be demonstrated by the following simple scenario: goods supplied are faulty at the point of supply, the supplier is responsible for the repair, the parts will take 18 months to be delivered, once they're delivered the 'actual repair' takes one day to complete. It would be unreasonable to say this repair took one day. It took 18 months and one day for the goods to conform to contract.

The delays that RCI is seeking to argue were outside the dealership's control are still entirely part of the period that was required to make the goods conform to contract. In the provisional decision I accounted for the fact that even if I accepted the reasons for these delays, it wouldn't change things. It's the conforming to contract which is important under the CRA, not merely things that may or may not be outside of the supplier's control.

In my provisional decision I said that the car failed on 12 August 2023 and the car was repaired and returned on 7 December 2023. This is correct. The goods weren't repaired at Mrs E's home. The goods weren't delivered until 7 December 2023, and I can't see they were available to Mrs E prior to that. This period is almost four months. I see no reason to conclude other than that this was the period it took for the goods to conform to contract.

RCI said Mrs E chose to reject the car because she'd simply changed her mind at a later date. This unfairly characterises how Mrs E expressed her dissatisfaction. The evidence I've been provided with bears out that she consistently made the point that it was the delay to the repairs which were unfair – and this is ultimately supported by her rights under the CRA. RCI hasn't provided evidence to counter this.

These are the primary grounds for upholding the complaint and they stand on their own.

Were there any issues after the first set of repairs?

As I said in the provisional decision, I don't rely on this point to uphold Mrs E's complaint. But for the sake of completeness and in order to respond to the points made by RCI. I will expand on this further.

Mrs E said that she found oil still in the coolant system after the first repair when it was supposed to have been fully flushed. RCI said she was simply comparing the colour of the used bottle on the car compared to the new bottle on the courtesy car she had.

However I can't see her saying that. She says the coolant bottle was coated with black oil. In response to her complaint about the issue the dealership said "*due to the repair that has been done on your vehicle there is a small amount of residue in the system*". They went on to say "*on the second visit no actual fault was recorded other than a system flush*".

If Mrs E complained about the bottle being coated with oil, the dealership said there was still residue in the system, and there wasn't a fault *other than* flushing the system – I take that to mean there was oil left in the system after the repair which required action to correct it.

RCI now seeks to say all of this was simply to reassure Mrs E, and in fact the bottle was only discoloured compared to a newer one, but I haven't seen any persuasive evidence to support that. I have ultimately made my decision based on the information I have.

Should Mrs E be liable for storage charges?

RCI has forwarded the dealership's argument that Mrs E remains liable for storage costs and that our service doesn't have jurisdiction to ask for these storage charges to be waived.

RCI is right insomuch as, for the purposes of this complaint, we don't have jurisdiction to make a direction or award against the dealership. However reading my provisional decision makes it clear that I haven't done this.

I said "*Mrs E has been charged storage costs by the dealership, which RCI should seek to have waived or pay them on Mrs E's behalf*". This makes no direction to the dealership. This is simply requiring RCI to ensure that Mrs E is not liable for costs that stem from her being provided with goods that were ultimately not of satisfactory quality and which she already had a right to reject - due to the delayed repairs - prior to the storage costs coming into play.

Was the extent of the damage made worse by Mrs E continuing to drive the car?

I haven't seen this argument meaningfully advanced until now. However I do not find it persuasive in terms of removing RCI's responsibility in this instance.

I would imagine that almost any fault would be made worse by additional driving. And it's certainly possible that Mrs E continuing to drive the car caused additional damage. However, no persuasive evidence has been provided to demonstrate specifically how the eventual fault was only caused by her further driving *and* that her continuing to drive the car was unreasonable in the circumstances.

It isn't clear what would have put Mrs E on notice that she needed to stop using the car altogether. This would require Mrs E to have sufficient knowledge of the mechanical issue at hand in order to appropriately diagnose it and assess the risk of continued use. I can't see how she would be reasonably expected to have that knowledge, in the way an expert mechanic no doubt would, or that it would be reasonably foreseeable that driving the car would have the effect it did. Especially bearing in mind how recently she'd acquired the car and was no doubt under the impression that a significant engine failure was unlikely to manifest within 25 days.

Even if I thought that the initial fault would have had such a significant impact that it would have made Mrs E aware of an issue, I can't see that she used the car for a significant amount afterwards. As such, even if Mrs E was aware of the issue at the earliest opportunity, I would not conclude the car was unreasonably used in a way that alters her rights to reject the car and the redress I've outlined below.

What were Mrs E's losses?

Although Mrs E has raised an issue with what the cost price of the car actually was, I don't think this has an impact on what I'm saying should be refunded.

Mrs E outlined that not being able to use airport parking she'd booked meant having unexpected public transport and hotel costs. I can see this is consistent with her original description of this issue. Some of the costs Mrs E has mentioned have not been adequately evidenced and so I can't fairly make any recommendation for those. She has evidenced train journeys to and from the airport costing £113.70 and an airport hotel cost of £86.00. She was refunded £61 for the parking, meaning she had to pay £138.70 in total.

There are some questions around whether all of these costs were necessary. And even if she had been able to make use of the parking, what costs she'd have incurred in any event.

I'm persuaded the train journeys were an additional cost of not being able to drive to the airport. However, she would still have incurred fuel costs for those journeys if she had a car. It hasn't been explained why the hotel stay was necessary – and why that wouldn't have been necessary if she had a working car at the time.

It's possible that the time of her flight was such that she could have driven to the airport in the early hours, not needing to stay in a hotel. But without a car, and with public transport not being available that early in the day, she had to travel the day before. However this hasn't been explained.

I don't think she should be refunded the full amount as a consequential loss because I'm not persuaded that she wouldn't have incurred different costs in any event, even if she still had the car. But I think it's fair for a portion of this to be refunded, because I think there were costs directly linked to her not having the car that she wouldn't have faced otherwise. The car being faulty at this time also caused an increased level of inconvenience. Having to rely on public transport turned a four or five hour drive to the airport, into an eight hour journey. So I think she should be refunded half of the costs she's outlined – and a further £50.00 for the additional inconvenience caused.

Conclusions

As I've outlined above, the facts here are not substantially in dispute. Mrs E had significant issues with her car very early on and that made the car not of satisfactory quality.

After raising the issue, failed arrangements, waiting for parts, the actual work itself, and delivery of the goods, meant she didn't get her car back for almost four months. All in all, this is not a reasonable amount of time to make the goods conform to contract and it meant she had the right to reject the goods, which she had tried to do on a number of occasions.

On that basis the rejection of the car is fair and she shouldn't be left out of pocket as a result.

I also think the dealership's own comments show there were still remnants of the original issue, after the initial repair, which required action to address it – regardless of what else they say about the nature of that issue. But I don't rely on this point to uphold Mrs E's complaint.

Mrs E did incur costs she wouldn't have otherwise and these should be refunded in part, along with compensation to reflect the overall distress and inconvenience caused.

Putting things right

For the reasons I've outlined above, the agreement should end with nothing further for Mrs E to pay. Mrs E has been charged storage costs by the dealership, which RCI should seek to have waived or - if not possible - pay them on Mrs E's behalf. I don't think it's fair for her to have incurred unavoidable costs as a result of her not being able to use her car.

She incurred costs of £138.70 as a result of not being able to drive to the airport, but it's not clear that all of these are entirely consequential losses. But I'm satisfied it's fair in all the circumstances for RCI to refund half this amount.

Mrs E wasn't able to use the car she paid for, for almost the entire period concerned, so she should be refunded part of the payments she made. She had a courtesy car for the majority of the time her car was being repaired, so she was kept mobile, but I don't think this was always as seamless as it could have been. She wasn't able to enjoy her car in the way she wanted. Because of this she should receive 25% of her payments up to the point the courtesy car was returned. Without having her own car, if she made any payments after the courtesy car was returned, these should be refunded in their entirety.

Her part-exchange and deposit should also be refunded. And any adverse information should be removed from her credit file. This has been very long-winded and had a great impact on Mrs E. I initially thought it would be fair for RCI to pay her £250.00 to reflect the distress and inconvenience caused, but given the additional inconvenience I've outlined above, this should be increased to £300.00.

So RCI should:

- End the agreement with nothing further to pay
- Ensure Mrs E is not liable for any storage costs
- Refund £69.35 (50% of Mrs E's costs)
- Refund 25% of her payments up to the point she returned the courtesy car
- Refund 100% of her payments after she returned the courtesy car
- Refund her deposit and part-exchange
- Pay 8% simple interest on the refunds from the date of payment to settlement*
- Pay Mrs E £300.00 to reflect the distress and inconvenience caused**
- Remove any adverse information that may have been reported to credit reference agencies

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

** If RCI does not pay this £300.00 compensation for distress and inconvenience within 28 days of the date on which we tell it Mrs E accepts my final decision then it must also pay 8% simple yearly interest on this from the date of my final decision to the date of payment.

My final decision

I uphold Mrs E's complaint about RCI Financial Services Limited trading as Mobilize Financial Services.

It must now settle the complaint in line with what I've laid out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E to accept or reject my decision before 11 February 2025.

Scott Walker
Ombudsman