

## **The complaint**

Mr J complains about the service Select Contracts UK Limited trading as Select Car Leasing ("SCL") provided after he placed an order for a new car.

When I refer to what Mr J has said and what SCL has said, it should also be taken to include things said on their behalf.

## **What happened**

The circumstances of this complaint are well-known to both parties, so I've summarised what I think are the key events of Mr J's complaint to SCL.

In March 2024, Mr J placed an order through the broker, SCL, for a new car to be financed through a personal contract hire (PCH) plan. He wanted a 74-plate, and he believed the car would be delivered by 1 September. Mr J paid SCL £294 for its service.

As time passed, Mr J became concerned that the car wouldn't be delivered on 1 September. From mid-April to the beginning of October, Mr J repeatedly chased updates on the car both via SCL's portal and by direct contact with the broker. He said that each time he made contact with SCL, it blamed the car manufacturer. Mr J complained to SCL about the delayed delivery and lack of service, and he asked for the arrangement fee to be returned to him.

On 4 October, SCL issued its final response to Mr J's complaint. It set out its timeline of events and said it couldn't be held responsible for delays caused by the manufacturer. SCL directed Mr J to the relevant parts of the order, including the arrangement fee, which set out the relevant information. While SCL didn't think it had fallen short in its service level, it offered Mr J £100 in retail vouchers as a gesture of goodwill for his disappointment and in the interest of maintaining good customer relationships. It also offered to waive the arrangement fee if Mr J leased using its service in the future.

Unhappy with its response, Mr J brought his complaint to us.

Our investigator didn't uphold Mr J's complaint. He thought the delay was with the manufacturer and there was no evidence that SCL had guaranteed a delivery date. Our investigator found the order form to be clear and not misleading about the delivery date. And he said the terms and conditions were clear about SCL's control over lead times and delivery dates. After listening to the calls provided by SCL, our investigator didn't think there was anything to support Mr J's complaint about the service provided. Based on this evidence, our investigator didn't think there was any reason for SCL to return the arrangement fee.

Mr J didn't agree. He said he was promised monthly contact and a manager at SCL confirmed it had not followed its own guidelines. He wanted our investigator to listen to all calls, not just those referenced in his view of the complaint. Our investigator responded to his comments, but Mr J remained unhappy. So the complaint's been passed to me to decide.

## What I've decided – and why

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

Having done so, I've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

I've summarised a great deal of information here, which reflects the informal nature of our service. But I want to reassure both Mr J and SCL that I've considered everything available to me on the file. SCL brokered the lease agreement for Mr J, and our service is able to consider complaints about credit broking.

In considering this complaint I've had regard to the relevant law and regulations. The Financial Conduct Authority's (FCA) rules require brokers to make clear that they're acting as a broker, not a lender. The rules also require brokers to provide information which is clear and not misleading. I understand our investigator provided Mr J with a link to the relevant rules.

Mr J's key complaint is that SCL didn't provide the service he paid for, so he wants a refund of the arrangement fee.

### Arrangement Fee

To begin with, I've looked at what SCL said about the arrangement fee on the order form.

#### *Arrangement Fee*

*We charge an arrangement fee for our services. This includes the costs incurred for arranging the sale, ordering the vehicle, arranging the finance agreement with the funder, and organising delivery of the vehicle... The arrangement fee is for our services and is charged at point of order*

### Order Form

The order form includes the following information:

*Select Car Leasing will endeavour to adhere to the required delivery date and relay delivery information to you as provided by the manufacturer or supplier. No guarantee can be given.*

The delivery date was estimated as 1 September, and the terms of the order explained that SCL had no control or influence over delivery times.

### Communication

Both Mr J and SCL provided details of contact and the timeline of events. The evidence shows that SCL provided updates to Mr J when it received information from the car manufacturer.

I understand Mr J expected, and he said he was promised, contact on a monthly basis about the delivery date. I haven't seen any evidence to support this, and the call recordings available to me don't reflect any agreement to provide monthly updates. However, I have no reason to doubt that it was Mr J's understanding that he would receive regular updates, so I haven't found it necessary to ask for any more call recordings to prove his point.

Looking back at the order form, it says SCL will “*relay delivery information to you as provided by the manufacturer or supplier*”. So, whether or not an alternative frequency of contact was agreed or offered, I don’t find that SCL failed to meet the terms of the order. If SCL had offered more frequent contact, at most I’d consider it a service shortfall, especially if, as Mr J said, the communication didn’t meet SCL’s own guidelines. But there’s no requirement for SCL to contact Mr J when there’s no information to relay. SCL offered £100 in retail vouchers as part of its overall attempt to restore customer relationships. I see no reason to ask SCL to do any more than this.

### Delivery date

I’ve listened to the call recordings SCL provided. It’s clear that Mr J wanted the car delivered on 1 September and that he wanted a 74-plate. Over two calls when Mr J placed his order, SCL confirmed that the manufacturer said lead times were “*looking good at the moment*”, and delivery was showing as early as “*June/July*”. Mr J made it clear he wanted a 74-plate, indicating he didn’t want the car before September. He also said he had a lease car which was due to be returned by 1 September.

To summarise these calls, I’m persuaded that Mr J set out what he wanted to happen and SCL provided information bearing in mind his request for the delivery date. I didn’t hear anything to indicate that SCL guaranteed the manufacturer would deliver by a set date.

Indeed, I note that Mr J told SCL about his experience with another broker when he sourced his existing car, supplied by the same manufacturer. He said it was delivered after the expected delivery date. Mr J also told SCL that he’d spoken to another broker first, which said delivery dates were out of its hands and down to the manufacturer. SCL confirmed that this particular manufacturer had “*got a bit funny with cars coming through so they won’t guarantee you a build date or say when it’s going to arrive*”. SCL concluded by saying that “*what the other company said is right*”.

Based on this conversation, and the information on the order form, I’m satisfied that Mr J was aware that the delivery date wasn’t guaranteed, and that it was due to the manufacturer’s lead times rather than anything SCL could control. Therefore, I don’t find that SCL did anything wrong in respect of the order Mr J placed with it.

### Conclusion

Overall, the evidence persuades me that SCL provided clear and not misleading information for Mr J when he ordered the car to be supplied through a PCH plan. I haven’t seen any evidence to indicate that SCL failed to meet the terms set out in the order or its responsibilities under the arrangement fee. Therefore, I see no reason to ask SCL to return the fee to Mr J.

**My final decision**

For the reasons explained, I don't uphold Mr J's complaint about Select Contracts UK Limited trading as Select Car Leasing.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 27 February 2025.

Debra Vaughan  
**Ombudsman**