DRN-5729587

The complaint

Mrs L complains about a car supplied under a hire purchase agreement, provided by Specialist Motor Finance Limited ('SMF') and how it was later repossessed.

Mrs L has been represented throughout this complaint, but to keep things simple I will only refer to Mrs L in this decision.

What happened

Around June 2023 Mrs L acquired a used car under a hire purchase agreement with SMF. The car is listed with a cash price of £28,546.96 on the agreement, was around seven years old and SMF said it had covered around 99,001 miles. Mrs L paid a deposit of £1,657.56 and was due to make repayments of £447.99 a month for 60 months.

Unfortunately, Mrs L says the car developed issues. She said the car first had a problem with a smell coming from the exhaust when she got it. She said it was taken to a local garage who replaced an injector, washer and clamp bolt. She said this initially seemed to address the issue.

But, Mrs L says the problem then persisted until the car broke down in October 2023 and couldn't be driven. She said various repairs were attempted but didn't resolve the issue. And she said a report from a garage from December 2023 ('report A') showed the issues were present when she got the car.

Mrs L said she obtained a further independent report at a cost of £500 in September 2024 ('report B') which also demonstrated the faults were present when she acquired the car. But she says later in September 2024 the car was unlawfully repossessed by SMF.

Mrs L complained to SMF.

SMF issued its final response at the beginning of October 2024. In summary, this said Mrs L had initially complained about the car in December 2023. SMF said it had explained it would need a report to show any issues with the car. As this wasn't received, it said the complaint was 'shut down' and a final response sent on 8 February 2024 explaining SMF would reopen the complaint if a report was received.

SMF said Mrs L cancelled both the direct debit towards the agreement and the car's insurance policy at the end of June 2024. SMF said it explained to Mrs L that she needed to keep up repayments under the agreement and the car needed an active insurance policy.

SMF said it spoke to Mrs L again at the beginning of July 2024 where she advised she wouldn't be making any payment towards the agreement. SMF said it again told Mrs L she needed to make payments and insure the car.

SMF said Mrs L completed and income and expenditure assessment ('I and E') and a repayment plan was agreed at the beginning of August 2024. But it said Mrs L then contacted it and explained she wouldn't make payments until the car was repaired.

SMF said Mrs L sent a report about the car at the beginning of September 2024, but it didn't think this showed issues were present when she got the car. It also said it spoke to Mrs L in September 2024 and explained it would hold collection of the car if she showed she could repay the arrears and had insured the car. It said evidence of insurance wasn't received and it was still showing as uninsured on a national database.

SMF said because of this, it had recovered the car and intended to sell it at auction. SMF did not uphold the complaint.

Mrs L remained unhappy and referred the complaint to our service. She reiterated the points made and said she'd spent around £6,000 on repairs to the car.

When we contacted it, SMF explained to our service that it had been in touch with the author of the report B to ask some questions. SMF said the author confirmed they hadn't seen the car and had based the report on what Mrs L told it.

SMF then arranged for an independent inspection to be carried out at the end of October 2024 ('report C'). The mileage was noted as 106,091. This report, in summary, said that the car wouldn't run. And it said the current faults couldn't have been present at the point of supply.

Our investigator issued a view and did not uphold the complaint. He said, in summary, that he was more persuaded by the findings of report C rather than A and B. He explained this was because the author of report C had physically inspected the car, whereas he didn't think this was the case for the other reports.

Our investigator explained this meant he didn't think the issues with the car were present or developing at the point of supply. He said he thought the issues with the car were more likely due to wear and tear.

Our investigator explained he also thought SMF acted reasonably when it repossessed the car.

Mrs L responded and said she didn't agree. In summary, she said the view was 'factually and legally flawed', was a 'gross failure' and was 'legally indefensible'. She said the reports A and B were valid and showed faults were present at the point of supply. She said the findings of report C were not valid, as the car had already undergone repairs.

Mrs L later explained that report A had been carried out by a garage that had physically inspected the car.

Our investigator explained he'd reviewed things but still didn't think the complaint should be upheld. He said he didn't think the initial issue meant the car was of unsatisfactory quality. And he said because the car had covered around 6,700 miles before the breakdown, he didn't think serious issues were present at the point of supply.

Mrs L said she still didn't agree. In summary, she said the model of car supplied should've been able to cover 200,000 miles. And she said report C couldn't reflect the condition of the car when she got it.

Our investigator explained this didn't change their opinion. Mrs L remained unhappy, so the complaint was passed to me to decide. I sent Mrs L and SMF a provisional decision on 16 July 2025. My findings from this decision were as follows:

Both parties should be aware that this decision is about the merits of the complaint and does *not cover off our service's jurisdiction to consider it in detail. But I think it's worth me briefly explaining that I'm satisfied our service has the power to investigate it, despite it being referred to us more than six months post the date of the first final response. I say this as I think it's clear, given its response to the later complaint, that SMF reinvestigated the complaint and so effectively withdrew its earlier final response. If it thinks differently, SMF should let me know in response to this decision.*

I also want to explain upfront that I may not comment on every piece of evidence nor individual point raised in this decision. Mrs L has provided a lot of evidence and testimony in relation to this case. I'd like to reassure both parties that I've carefully thought about everything in relation to this complaint, even if something is not commented on. Instead in my decision, as I have in the background above, I'm going to focus on what I think are the key facts and the crux of the complaint. This approach reflects the informal nature of our service.

Mrs L has complained about two main issues here, the quality of the car and the circumstances around it being repossessed.

Quality of car

When considering what's fair and reasonable, I take into account relevant law, guidance and regulations. The Consumer Rights Act 2015 ('CRA') is relevant to this complaint. This says, in summary, that under a contract to supply goods, the supplier – SMF here – needed to make sure the goods were of 'satisfactory quality'.

Satisfactory quality is what a reasonable person would expect, taking into account any relevant factors. I'm satisfied a court would consider relevant factors, amongst others, to include the car's age, price, mileage and description. It's important to note that the CRA also explains the durability of goods can be taken into account when considering satisfactory quality.

So, in this case I'll consider that the car was used. It was around seven years old and had covered nearly 100,000 miles. It also cost around £28,500, which considering the specific make and model, represented a significant discount on what the car would've retailed at when new.

This means I think a reasonable person would not have the same expectations for this car as for a newer and/or less road worn one. I think they would expect some parts of the car to have suffered from wear and tear and would expect some serviceable parts might be coming towards the end of their lifespan. Considering the mileage, I think they'd expect the car to require more maintenance than a lower mileage example. But, I think they would expect the car to have been free from any significant faults and would expect trouble free motoring for at least a short time.

What I need to consider in this case is whether I think Mrs L's car was of satisfactory quality or not.

The first thing to decide is whether the car developed faults. But I don't think this is in dispute in this case and it is, in my opinion, not a contentious issue. So, I don't intend to go into too much detail here.

In summary, I'm satisfied that while there is something of a lack of evidence, it's likely on balance that the car developed a fault around mid-July 2023. Mrs L has said this was in relation to a smell from the exhaust that required repairs, and I haven't seen evidence to the contrary.

I’m also satisfied the car then developed a fault in October 2023. I say this based on the breakdown report and information from the attempted repairs that followed this, which I’ll cover off below.

It’s worth noting here that because the car was never fully repaired, it’s difficult to identify exactly what caused the second breakdown. However, I’m satisfied on balance this was likely related to the exhaust gas recirculation (‘EGR’) system and the diesel particulate filter (‘DPF’).

What is in dispute in this case is whether these faults meant the car was of satisfactory quality or not. I’ll cover off these issues in turn.

In relation to the first issue, I’ve considered what Mrs L said about this. She explained that as soon as she got the car, she noticed a smell from the exhaust.

I’ve then seen a handwritten invoice dated 19 July 2023 for £162.35. No mileage is recorded. This states:

“TO REPLACE INJECTOR No1 WASHER AND CLAMP BOLT, REAR WIPER ON (make and model)”

As above, there is a lack of evidence here – for instance the notes from the garage give no other information about why the injector and other items were replaced, what this related to or what the mileage was at the time etc.

But I’ve considered that this invoice is from only a few weeks after Mrs L got the car. And she’s been consistent about the fact she noticed the issue earlier than this. I think on balance this meant the car had an issue which was present or developing at the point of supply. Even if not, I don’t think a reasonable person would expect the car to need repairs after a few weeks of owning it. It follows I find the car was of unsatisfactory quality due to these earlier issues.

In relation to the later breakdown, there is a significant amount of information about this that has been provided.

What I need to consider here are three main points. These being, does this information show the faults were present at the point of supply; does the information show the faults meant the car wasn’t durable and does the information show the faults from October 2023 were linked to the earlier repair in July 2023.

I’ve seen a breakdown report from 25 October 2023 which listed various fault codes relating to sensors and the EGR. This confirmed the car needed to be recovered. The mileage of the car was noted as 106,091, meaning it had covered around 7,000 miles since Mrs L acquired it.

I’ve seen an invoice dated 7 December 2023. The mileage isn’t recorded. This is for £300 for a DPF clean. Under “Advisory” it states:

“We advise investigation on the fuel pump, intelligent battery sensor and dpf cleaning required”

This invoice makes no comments on the issue or what caused it.

I’ve seen an invoice from 30 July 2024 where the mileage is recorded as 101,201. This said that the car wasn’t starting and was for the “high-pressure pump” to be replaced. The cost *was £2,979.18.*

I’ve then seen an invoice from 5 August 2024 where the mileage is also recorded as 101,201. This was for the replacement of fuel injectors and was for £813.52.

Both of these invoices also contain no other commentary or findings. It’s worth noting I believe the mileage recorded on these contains a typo, as it doesn’t seem in dispute the car broke down at 106,091 miles.

In summary, beyond confirming the car had a fault and showing what repairs were attempted, the invoices show very little in relation to the key questions I set out above.

I’ve seen a copy of report A. This isn’t dated, but from what Mrs L said was from December 2023. This said:

“2.2. MOT Failures in December 2022

The vehicle failed its MOT test twice on December 2, 2022, at 96,635 miles due to the following major defect:

Electronic parking brake control inoperative (1.1.6 (d))

The inoperative electronic parking brake (EPB) was a significant safety concern and led to an immediate MOT fail. The fact that this issue persisted through multiple MOT tests suggests that the underlying problem may not have been adequately addressed before the vehicle was sold.”

“3.1. Persistent Electronic Control issues

The repeated MOT failures for the EPB indicate ongoing issues with the vehicles electronic systems. The failure of the EPB is indicative of deeper electronic faults, which were likely unresolved at the time of sale. The error message observed during the breakdown, Gearbox Position P Not Engaged, further supports the theory that the vehicles electronic systems, particularly those controlling the transmission and parking brake, were malfunctioning. These faults could be directly linked to the prior EPB issues.”

“3.2. Exhaust and EGR System Failures

The diagnostic codes related to the EGR system and particulate filter suggest that the vehicle was suffering from long-term issues with exhaust gas recirculation and emissions control. The EGR valve was identified as having mechanical faults and open circuits, which would lead to improper exhaust management, increased soot production, and eventual saturation of the diesel particulate filter (DPF). These problems would degrade engine performance over time and contribute to the vehicles breakdown.”

“3.3. Gradual Decline Leading to Breakdown

The vehicles ability to operate for 6,741 miles after purchase, despite these significant faults, can be attributed to the nature of the mechanical issues. Many of the faults, particularly those in the EGR system and particulate filter, cause a gradual decline in performance rather than immediate failure. However, when combined with the electronic control issues, particularly in the parking brake and transmission systems, these faults eventually led to a critical failure on the motorway.”

“The evidence strongly suggests that the (car model) had pre-existing faults at the time of

purchase. The persistent issues with the electronic parking brake, as indicated by the repeated MOT failures, were likely unresolved and contributed to the vehicles eventual breakdown. Additionally, the faults in the EGR system and DPF would have been developing over time, leading to a gradual degradation in performance that was not immediately noticeable but ultimately catastrophic."

"Given the evidence, it is likely that the vehicle was not of satisfactory quality at the time of purchase. The dealership may have failed to properly inspect, diagnose, or repair the vehicles electronic and mechanical systems before selling it."

I've thought very carefully about this. But, I'm putting limited weight on the contents of this report for several reasons. I'll explain why.

I accept the author of the report might have seen the car based on what Mrs L said. But most of, if not all, the conclusions and findings seem to be based on what Mrs L told it and the history of the car, rather than being based on a physical inspection.

With respect to the author, I'm not persuaded by this report that the argument that an issue with the parking brake could've been linked to the later breakdown is correct. In any event, I don't agree with the logic behind the finding that the car failing an MOT for this issue, and then later passing, shows the issue wasn't resolved. I find it more likely this means the car had a fault which was resolved rather than it continuing. I've also noted the report is factually inaccurate about this – it says the issue failed multiple MOT's and its conclusions are based on "persistent issues with the electronic parking brake, as indicated by the repeated MOT failures". But the car failed one MOT for this issue in December 2022 and then passed the test a few days later.

I've then seen a copy of report B dated 19 September 2024. This states:

"It is my opinion that these deposits are not normal and would not normally occur over the period from when the claimant purchased the vehicle some 6,741 miles and 4 months and 20 days from purchase. It is my opinion that this contamination shown in the photographs and removed from the DPF have been developing over reasonable length of time and in my opinion were almost certainly present and were developing at the time of sale."

"there appeared to have been a similar developing problem prior to purchase of the vehicle by the claimant. I note that there is the MOT certificate issued on the 25th of November 2022 when the mileage was 96,532 miles. The reason for the failure is given as exhaust emissions exceed manufacturers specified limits. I have also seen an MOT pass certificate issued the 13th of December 2022 showing a recorded mileage of 96,660. It would therefore appear that the vehicle was suffering a similar characteristic some 2,690 miles earlier and prior to purchase."

"It is my professional opinion this vehicle had problems regarding exhaust emissions and running of the vehicle prior to its purchase by the claimant. It should be noted from an MOT failure certificate that exhaust emissions were a problem some 2,690 miles prior to purchase by the claimant."

"It is my opinion that this contamination would have not occurred over the period of time and mileage between the vehicle purchase and the point when the DPF was cleaned and the breakdown."

"It is therefore my professional opinion that given all the evidence I have reviewed that there was an inherent fault within this vehicle that existed at the time of sale and probably became worse and as the vehicle was driven by the claimant."

I've again carefully considered this report. But it should be noted the author never saw nor inspected the car. My understanding is that the report is based solely on the MOT history, photos and what Mrs L told the author.

This report again mentions issues noted in MOT's and in part bases its conclusions on this. But similar to my findings above about report A, the car failed an MOT for emissions but then later passed. I again think this likely shows any issue was resolved rather than continued.

I've very carefully considered the comments about the DPF and levels of contamination. But I've weighed this up against the fact the opinions here are not first hand and are based on photos. And while the author believes the contamination couldn't have solely occurred when Mrs L had the car, there isn't too much context about why the author believes this. I also need to consider that the car had covered nearly 100,000 miles when Mrs L got it. So the DPF, presumably, would've already suffered from a reasonably significant amount of wear and tear. But this does not necessarily mean the car was of unsatisfactory quality given its age and mileage.

I've then seen a copy of report C from 28 October 2024. The mileage of the car is noted as 106,091. It's worth noting up front that this was from an independent business and in this case the author did physically inspect the car. This stated:

"we can confirm that the vehicle has engine miss fire and …. copious codes (sic) of blue smoke coming from the exhaust.

Undoubtedly the highlighted issues could not have been present since the point of sale as the symptoms are easily noticeable even to a layperson without any mechanical knowledge, the most likely cause is general wear and tear rather than a manufacturing defect."

"At the time of inspection there was no evidence to suggest that the current symptoms were present or in the development stage at the point of sale and in our opinion the highlighted issues have been caused by age- related wear and tear and the vehicle has covered well over 100,000 miles would not be classed as premature wear."

"As you will see from the MOT history the vehicle passed an MOT with a similar mileage as at point of sale, this in conjunction of the vehicles overall physical condition leads us to conclusion that the vehicle was road legal at point of purchase, and under the engine damage could not be present at that point as the vehicle wouldn't have passed an MOT with the level of smoke being emitted from the exhaust at the time of inspection leads us to the conclusion that the current issue has developed after the point of the sale."

Mrs L says this report is invalid because of the attempted repairs. But I disagree. While I accept this report doesn't show the exact state of the car when it broke down, I don't think this invalidates its conclusions as it's accepted the repairs weren't successful.

I've thought about the contents of this report. And I'm putting more weight on this than report A for the reasons explained above, and more than report B given the author inspected the car.

This brings me to the key questions set out above.

Firstly, I've considered if the fault from October 2023 was present at the point of supply. Here, I can confidently find that it was not. I say this as, in line with the findings from report C, I think it's quite clear that given the car broke down and couldn't be driven, the issue couldn't possibly be present at supply given the car then covered around 7,000 miles. I've considered whether the fault was developing at the point of supply, but again if the issue that *caused the breakdown was at a stage that meant the car wasn't of satisfactory quality, I would not have expected the car to be able to last the time and mileage it did.*

Secondly, I've considered the durability of the car. I can understand Mrs L's frustration with the car going wrong when it did. And I've noted her strength of feeling about this. But, buying a used car unfortunately comes with risks. And given the car's age, overall mileage, mileage covered since supply and the conclusions of report C, I find it was durable in relation to the breakdown in October 2023.

Lastly, I've considered if there was a link between the issues in July 2023 and the later breakdown in October 2023. I want to reassure all parties that I've carefully thought about all the evidence here and had in mind all three reports.

I have considered that the initial repair involved replacing an injector, and one of the later repair attempts involved multiple injectors being replaced. But the later repair failed, so I'm not convinced this shows a link.

I've very carefully thought about Mrs L's testimony here, and it's worth noting report B based some conclusions on the fact she said the initial repair wasn't successful. But I've not been shown any issues between the repair in July and the breakdown in October 2023. And I need to consider Mrs L's actions. I find it unlikely if the fault persisted that she would've driven the car for several more thousand miles. Even if this was in fact the case, I would then have to consider if Mrs L mitigated any losses by driving the car with a known fault.

Thinking about all of this, I've not seen enough to persuade me the breakdown in October 2023 was related to the repair in July 2023.

It follows all of this that I do not find the car was of unsatisfactory quality due to the issues it suffered in October 2023.

In summary, I find the car was of unsatisfactory quality due to the repairs required in July 2023, but not those in October 2023.

I've then considered what SMF needs to do to put this right. Because the car was of unsatisfactory quality, Mrs L had various rights under the CRA. One of these was a repair. This was carried out, so in broad terms her rights have been met. But while I believe some of the later work may have been done under warranty, the invoice here was addressed to Mrs L. So, I think it's likely she paid for this and so was at a loss.

I'm conscious of the fact SMF didn't get the chance to organise this repair. However, I think Mrs L acted in good faith and considering the size of the bill, I find it reasonable this is reimbursed.

I also find Mrs L has been caused distress and inconvenience because of what happened. It's very important to make it clear to Mrs L that when considering a figure for what would be reasonable to reflect this, I'm only looking at the issue that led to the repair in July 2023. Overall, I'm satisfied that the issues must have caused a very significant impact on Mrs L spanning many months. But the majority of this is in relation to the events from October 2023 which I am not making an award for.

That being said, I think it must have been upsetting for Mrs L to realise the car had a fault. And she had to take time out to get the car repaired at her own expense. I find SMF should pay £150 to reflect this.

Repossession

Looking at the terms and conditions of the agreement Mrs L entered into, this explains under "Insurance":

"You must:

(a) at all times insure the Vehicle with a reputable insurer and keep it insured under a fully comprehensive policy of insurance to its full replacement value and against all risks (including third party risks) from the date on which you take delivery of it;"

Under "Our Right to End This agreement" the terms state:

"If any of the following events occur:"

"(b) we consider (acting reasonably) that the Vehicle may be in jeopardy or that our rights in relation to it may otherwise be in danger;

(c) you are in breach of any of the terms of this agreement (other than as to the payment of sums due), including if you part with possession of the Vehicle;"

"then, without affecting any of our other rights and remedies, we may (subject to the service of any notice required by law) terminate and end this agreement."

SMF sent Mrs L a default notice on 10 July 2024. This explained she had breached the terms of the agreement by not insuring the car. It explained she needed to provide evidence the car was insured by 26 July 2024.

I've seen a copy of a letter sent on 27 July 2024. This explains Mrs L was in breach of the default notice and explains the agreement can be terminated. It gives her various options for things like voluntary termination or selling the car. It explains if Mrs L didn't contact SMF within seven days, the agreement would be terminated.

I've seen a copy of a letter dated 30 August 2024 that serves a termination notice. This explained Mrs L had failed to take action in relation to the default notice.

Mrs L hasn't raised the argument that she did insure the car, nor has she shown any evidence to suggest this. I've also noted SMF attempted to contact her about the issues. And I've noted it didn't terminate the agreement, take possession of the car and then ultimately sell it until some time after the default notice was breached.

It follows that I'm satisfied Mrs L breached the terms of the agreement. A default notice was sent and I'm satisfied the terms weren't met. So I don't think SMF did anything wrong when it went on to terminate the agreement and then repossess the car.

I've noted Mrs L's argument that she doesn't believe the car needed to be insured as it was at a garage. I don't agree this meant there was no risk. But, either way, this doesn't change my opinion that the terms of the agreement were clearly breached.

SMF also sent Mrs L another default notice on 10 July 2024. This explained she was in breach of the agreement as she had not made a payment and was in arrears. It explained she must settle the arrears before 26 July 2024.

In isolation, given the level of arrears I think this is somewhat early to issue a default notice. However, I've considered that SMF explained Mrs L had told it she didn't intend to continue payments. And either way, the terms were breached due to the insurance issue. So, under the specific circumstances of this case, I don't think SMF needs to take any action on this *point.*

I gave both parties two weeks to come back with any further information or evidence.

SMF responded and said it agreed with the decision.

Mrs L came back and made various points to consider.

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.

I've carefully considered what Mrs L said in response to the provisional decision.

Some of the reply was going over the history of what happened and so I won't comment on this. Having reviewed all the points made, I'm satisfied a few of these have already been addressed above. I want to reassure Mrs L that I've carefully thought about these again, but respectfully where I'm happy I've already given my opinions on these issues I won't repeat myself here.

Mrs L said she never refused to make payments to the agreement and the issue was a question of affordability. I've thought about this, and I also want to reassure Mrs L that I had SMF's obligations at the time in mind when considering my original outcome, including those set out by the Financial Conduct Authority ('FCA') in the consumer credit sourcebook (CONC).

As I set out in my provisional decision, I still think SMF were at least a little hasty issuing a default notice at the time in relation to arrears under all of the circumstances. And if this was the only reason for the default, my opinion about the overall situation may be different.

But, that being said, I'm still satisfied Mrs L was in breach of the agreement because the car wasn't insured. I've carefully thought about what Mrs L said about this. But this still doesn't change my opinion. This means the outcome here doesn't hinge on the arrears or repayments made.

Mrs L said she had a right to 'full redress' under the short term right to reject. The short term right to reject is one of the remedies set out in the CRA if goods are of unsatisfactory quality. It only applies, generally speaking, for 30 days after the goods were delivered. But even if I agreed Mrs L had this right, she would've had to exercise it, which I've not seen evidence she did. And even then, Mrs L then arranged for a repair anyway, which would have removed her right to a rejection.

Mrs L also said she would have the right to a repair under the CRA. I agree this was the case for the first repair required, and I'm still satisfied it would be reasonable to reimburse this. But this doesn't change my opinion about the later issues.

I've also thought about the remedy Mrs L said would be appropriate, including that the amount to be paid for distress and inconvenience should be around £5,000. Our service's approach to awards like this can be found on our website. Having reviewed this, I'm satisfied under the circumstances here which I set out above, a payment of this amount does not reflect the distress caused directly by what I found that SMF did wrong. I still think £150 is reasonable under the specific circumstances.

I'd like to reassure Mrs L and SMF that I've carefully thought about all of the other comments made. Having done so, as well as reconsidering the other available information, I still think what I set out in my provisional decision is fair and reasonable for the reasons I explained.

My final decision

My final decision is that I uphold this complaint. I instruct Specialist Motor Finance Limited to put things right by doing the following:

- Reimburse Mrs L £162.35 for repairs from 19 July 2023* **
- Pay Mrs L £150 to reflect the distress and inconvenience caused***

* This amount should have 8% simple yearly interest added from the time of payment to the time of reimbursement. If SMF considers that it's required by HM Revenue & Customs to withhold income tax from the interest, it should tell Mrs L how much it's taken off. It should also give Mrs L a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue and Customs if appropriate.

**I've assumed there are arrears on the agreement following the sale of the car. If this is correct, SMF can use this amount to reduce the amount owed.

***This should be paid directly to Mrs L.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 29 August 2025.

John Bower
Ombudsman