

The complaint

Miss C complains that Decidebloom Limited trading as Stoneacre Peterborough Cupra ("Decidebloom") did not address her claim properly.

What happened

In January 2024 Miss C bought a nearly new car from a dealer. This was paid for by a deposit, part exchange and finance from Decidebloom. The vehicle Order form describes the purchase as 'Seat Approved Used'. Miss C has explained that her partner had purchased another Cupra from a different dealer which came with two years' free servicing. She wanted to have the same offer and asked the dealer's employee to confirm the offer included two free services. She says he did confirm it had a service plan included and this influenced her decision to buy the car. She understood the description 'Seat Approved Used' meant the car came with two free services.

When she went to book the car in for its service, she discovered that there was no service plan and she was due to pay for the service. She complained to the dealer and it explained the employee was no longer with the company and there was no evidence of a service plan being part of the deal. Miss C had to chase to get a response and there were exchanges between the local dealer and its head office which caused some delay. She was offered one free service but at another location some considerable distance away and she was concerned if she accepted this she would lose her right to a second free service.

She then brought a complaint to this service and Decidebloom issued a final response letter, but Miss C has told us she did not receive this. The complaint was considered by one of our investigators. She sought further information from both parties and obtained Decidebloom's internal records. Miss C referenced several calls she had made to the business in pursuit of her complaint and it provided a copy of one. It did not have a record of any others.

Our investigator concluded that there was insufficient evidence to recommend the complaint be upheld. Miss C didn't agree. She said the onus is on the person who made the misrepresentation to disprove they didn't under consumer law.

More recently a new investigator looked at the Seat website from the time of the sale and noted there was an offer of two free services. The business explained that these offers applied to Seat cars and not Cupras.

I issued a provisional decision as follows:

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

I want to acknowledge that I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I also want to assure Miss C that I've reviewed everything on file. If I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

Decidebloom acted as broker for the finance and as such we have jurisdiction to consider this complaint. However, my powers do not extend beyond Decidebloom's role as a broker.

Under section 56 of the Consumer Credit Act 1974 ("CCA1974") a creditor may, in certain circumstances, be responsible for pre-contract negotiations conducted by its agent. Section 56 has the effect that in such circumstances as apply in this case, the dealer is deemed to be acting as the agent in negotiations with Miss C. Section 56 also says that antecedent negotiations include any representations made by the negotiator (in this case the dealer's employee) to the debtor (Miss C) and any other dealings between them. In my view, that is sufficient to indicate that Decidebloom as broker has responsibility for the dealer's advice to Miss C.

The key issue here is one of misrepresentation. A misrepresentation is an untrue statement of fact made by the supplier that induces a consumer into entering a contract. Miss C says that the dealer's employee misled her by confirming she would be entitled to two free services. She has added that the reference to 'Seat Approved Used' gave her cause to think she would get the two free services and the employee supported that.

I do not doubt Miss C's recollections but under s.75 she is asking the broker to fund two free services and so the onus is on her to show clearly that there was a misrepresentation. Decidebloom does not consider she has. None of the documentation refers to a free service plan specifically, but it does refer to the sale being 'Seat Approved used'.

It is worth considering the relationship between Seat and Cupra. As I understand it Cupra used to be a division of Seat and it became independent in 2018 but it has ties to Seat and its parent company Volkswagen. So the two are still closely connected and I suspect they are seen as such by many people. Indeed, the dealer where Miss C bought her car sells Cupra and Seat cars and its website shows this as Seat/Cupra, where in its other locations the brands are shown as distinct and separate.

Miss C bought a Cupra, but the Vehicle Order Form under the section marked 'Accessories to be Fitted' records 'Seat Approved Used'. That must mean something otherwise why was it included on the form? The car was a Cupra and the only obvious reason is that the employee agreed to offer what was being offered on nearly new Seats. As our investigator has discovered, and shared with Decidebloom, the Seat Approved promotion offered: "Your next two services included".

I also have taken account of the credibility and consistency of Miss C's testimony. It is clear from her engagement with the dealer and Decidebloom that she had every expectation of two free services and was surprised when she was told she wasn't entitled to them. I also note she chose not to accept the offer on one free service not only because it was at a dealer many miles from her home, but also because she didn't want to accept something less than she had been offered.

I am satisfied that Miss C was led to believe that she would receive two free services and that influenced her decision to proceed with the purchase. I consider Decidebloom should cover the cost of the service she has paid for and cover the cost of the next one assuming it has not yet taken place. It should also pay her £100 compensation for the distress and inconvenience she has suffered.

Decidebloom has not responded, but Miss C has agreed with my provisional decision. That said she suggested the sum of £100 was not sufficient compensation

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.

In the circumstances I do not consider I have been given reasons to change my provisional decision as set out above. The only aspect which has been queried is the level of compensation. I appreciate Miss C's point of view, but I can only consider the impact of Decidebloom as the broker of the finance and not its actions as a dealer. As such I do not consider an additional sum is merited.

Putting things right

Decidebloom should cover the cost of the service Miss C has paid for and cover the cost of the next one assuming it has not yet taken place. It should also pay her £100 compensation for the distress and inconvenience she has suffered.

My final decision

My final decision is that I uphold this complaint and direct Decidebloom Limited trading as Stoneacre Peterborough Cupra to provide the redress to Miss C as set out above. That is cover the cost of the service she has paid for and ensure the next one is free, or if it has been undertaken pay the cost incurred by Miss C. In addition, it should pay her £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 3 November 2025.

Ivor Graham
Ombudsman