DRN-5863598

The complaint

Mr T complains about the quality of a car V12 supplied to him under a hire purchase agreement.

What happened

The facts of this case are familiar to both sides, so I don't intend to repeat them again in detail here. Instead, I'll provide a summary.

Mr T entered into a hire purchase agreement with V12 on 19 October 2022 to purchase a car. The cash price of the car was £17,995. The total amount due under the agreement, including interest and charges, was £23,638 to be repaid through 59 monthly instalments of £393.80, followed by a final payment of £413.80 (including an Option to Purchase fee of £10 should Mr T wish to retain the car).

Within a month or two, Mr T says the car entered limp mode and a low oil error message appeared. Mr T says he topped up the oil, after which the error message disappeared.

Mr T says, a few weeks later, the engine management light (EML) illuminated. Mr T says he contacted the selling dealership (SD) by telephone and email but did not receive a response. Mr T says he continued to top up the oil level in the car until, on 4 May 2023, the car broke down. A recovery company (Business R) was called out and recovered the vehicle. Business R ran a diagnostic test which reported 58 faults.

As a result, Mr T contacted V12 about the issues he was experiencing with the car. V12 arranged for an independent inspection to be carried out by a firm I'll call 'Business S' and a report was subsequently produced (Report 1) in late June 2023. Report 1 found that the faults Mr T had experienced with the vehicle were likely not present or developing at the point of sale. Relying on Report 1, V12 issued a final response to Mr T's complaint in which it did not uphold it.

I note that Mr T brought a complaint to our service about the quality of the car in July 2023.

One of our investigators looked into matters and, in October 2023, issued their opinion that the complaint should not be upheld. In doing so, they found that Report 1 was sufficiently persuasive to conclude the problem Mr T was having with the vehicle were not likely present or developing at the point of supply and – therefore – the car was not of unsatisfactory quality. The case was subsequently closed.

In November 2024, Mr T then arranged for another garage (Business S) – which specialises in these types of vehicles – to conduct another inspection and produce a diagnostic report (Report 2). In doing so, Mr T asked the mechanic to strip the engine down. Report 2 found numerous issues with the vehicle including (but not limited to) VVT sprocket failure causing timing fault, failed turbocharger bearing, piston ring failure on two cylinders, metal particles found in the oil pump, as well as crankshaft and bearings damage. Report 2 said these parts failed due to existing oil supply issue. It found that the vehicle required a new engine at a cost of over £13,000.

Following receipt of Report 2, Mr T says he got back in touch with V12 but, as matters appeared to be going to a stalemate, Mr T contacted Business S to ask it to reassess the vehicle with the engine stripped down. It did so and produced another diagnostic report (Report 3) in February 2024. Report 3 found that the vehicle had pre-existing issues. It went on to say that the additional miles the vehicle had driven had likely contributed to the damage and, with that being the case, it said Mr T was liable for 40% of the repairs and the selling dealership was liable for the remaining 60%. Mr T got back in touch with V12, in light of the findings from Report 3, to explain that he was willing to contribute 40% towards repairs. Mr T obtained this from Business S – who estimated the cost would be around £7,800.

It is my understanding that, at this point, the vehicle was transported back to SD. Due to the condition of the vehicle including damage it was previously unaware of, SD quoted a cost of £22,467.60 for repairs to be carried out, excluding an estimated £2,400 plus labour for new seats which would be required because the existing seats had oil over them caused by various components (including the engine) being stored within the vehicle.

As no resolution to the complaint was forthcoming, Mr T referred his complaint to our service in late April 2024.

In August 2024, one of our investigators issued their first set of findings. In short, our investigator found the car wasn't of satisfactory quality at the time of sale and, as a result, recommended V12 cover 60% of the cost of the engine rebuild and replacement turbocharger. Our investigator also recommended V12 waive 60% of the monthly finance instalments due from 4 May 2023 until the engine and turbocharge replacement/repairs have been completed.

Mr T accepted our investigator's findings, although he did raise concerns about the estimate for repairs and the possibility that the estimate renders the vehicle uneconomical to repair.

A few days later, Mr T received a further final response from V12 to the complaint in which it said due to the current condition of the vehicle we do not have enough evidence to hold liability on the dealership and due to this we will be arranging to close your complaint.

In the weeks that followed there was back and forth between Mr T, V12 and the investigator. This led to the investigator issuing a second opinion in December 2024 in which they clarified their initial view insofar as it relates to their proposed redress. The investigator said any repairs should be completed within six months from the date both parties agree to this resolution. The investigator went on to say that V12 should waive 60% of any monthly financial instalments from 4 May 2023 until the engine is reconditioned/rebuilt – but this should not be for a period of more than six months from the date both parties agree to this resolution.

Neither party accepted the investigators recommendation.

Around this time the investigator left the service, and the complaint was reallocated to another investigator. The second investigator issued their opinion (this being the third opinion overall) in May 2025 in which they said the car was not of satisfactory quality at the point of supply. And, whilst Report 3 apportions liability at 60/40, the investigator did not think this was fair because Mr T was not reasonably aware he needed to stop driving the car, so he shouldn't be responsible for any drive-on damage. The investigator recommended V12:

- end the agreement with nothing further to pay;

- collect the car (if this has not been done already) at no further cost to the customer;

- refund the customer all rentals for the period from 04/05/2023 to the date of settlement as the customer reasonably stopped using the car at this point;

- refund the customer for additional expenses (tax and insurance since May 2023, inspection report, diagnostics costs, costs to strip engine and storage/recovery fees).

- which have been incurred as a result of the inherent quality issues with the car;

- pay 8% simple yearly interest on all refunded amounts from the date of payment until the date of settlement;

- remove any adverse information from the customer's credit file in relation to the agreement.

Mr T accepted the investigators recommendation without further comment.

V12 did not agree and, in doing so, provided lengthy submissions which the investigator shared with Mr T. As both parties are familiar with V12's response, I won't repeat it here.

As a resolution could not be reached, the complaint has been passed to me to review afresh.

On 19 September 2025, I issued a provisional decision in which I concluded that the complaint should be upheld, but I reached a different conclusion to the investigator insofar as how I think matters should be put right. Here is what I had to say:

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 think this complaint should be upheld. However, I think the way V12 should put things right is slightly different to the conclusion the investigator reached. I'll explain why.

However, before I do, I'm aware that I've summarised this complaint above in less detail than it may merit. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual argument or piece of evidence to be able to reach what I think is the right outcome. I will, however, refer to those crucial aspects which impact my decision.

I would add that where the information I've got is incomplete, unclear or contradictory, I've based my decision on the balance of probabilities.

Lastly, as I've set out in the prior section, our service has previously considered a complaint about the satisfactory quality of the car. Therefore, I will not comment on evidence about which we have already made a finding. Instead, I will focus on new evidence provided since the previous complaint was resolved.

The agreement in this case is a regulated consumer credit agreement. As such, this service is able to consider complaints relating to it. Tandem was also the supplier of the goods under this type of agreement, and responsible for a complaint about their quality.

The Consumer Rights Act 2015 (CRA) is of particular relevance to this complaint. It says, amongst other things, that every contract to supply goods is to be treated as including a term that the quality of the goods is satisfactory.

The CRA says the quality of goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances. So, it seems likely that in a case involving a car, the other relevant circumstances a court would take into account might include things like the age and mileage at the time of sale and the vehicle's history.

The CRA says the quality of the goods includes their general state and condition and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of the quality of goods.

Mr T's claim is that the car V12 supplied to him failed to meet at least some of these requirements, and therefore that it was not of satisfactory quality.

V12 did not supply Mr T with a new car here. The car was nearly five and a half years old and had travelled 87,980 miles at the point of supply. And while it was certainly not an inexpensive car – the price was a good deal less than it would have been new.

So, I think it is fair to say that a reasonable person would expect that it would not necessarily perform as well as a new car. And there would be a risk – if not an inevitability - of wear and repairs arising from previous use and maintenance by former users. In other words, there's a greater risk this car might need repair and/or maintenance sooner than a car which wasn't as road-worn.

I don't think there's any dispute that Mr T has experienced problems with the car. This has been well evidenced by, amongst other things, information from Business R, Report 1, Report 2, Report 3 and Mr T's detailed testimony.

But the simple existence of faults in itself isn't enough to hold V12 responsible for repairing the car or accepting its rejection. The legislation says that this will only be the case if the fault was present or developing at the point of supply.

The first problem Mr T experienced with the vehicle was a few weeks after purchase when he says the car entered limp mode and the low oil warning light appeared. And, after topping up the oil, the EML illuminated a few weeks later. I understand several fault codes in relation to the camshaft position sensor and excessive EGR 'C' flow were present.

Mr T emailed SD about this matter on 23 January 2023. There is some dispute about whether SD responded, which I'll address later in this decision. But, putting that to one side, Mr T subsequently raised the issue with V12 in May 2023, shortly after the vehicle broke down.

The CRA says that goods that don't conform to contract at any time within six months of the consumer taking delivery are to be taken as not conforming to it at the point of supply, unless it is established that the goods did conform to contract on that day. That presumption doesn't apply in Mr T's case, because of the point at which he raised his claim with V12. But it isn't replaced by a presumption that the goods did conform to contract.

Instead, the question becomes one of whether, on balance, it is more likely than not that the goods failed to confirm to contract. So, I've considered the available evidence.

While I acknowledge this is not a low mileage or young car – my starting point is that I don't

consider a reasonable person would expect to have problems like this just a month or two into using it. What's more, I note that the vehicle suffered a complete engine failure in May 2023 – just seven months after Mr T took ownership of it (during which time it had travelled around 5,000 miles) - which raises questions about durability. Therefore, prima facie the car appears to be of unsatisfactory quality at the point of supply, and a remedy is due under the CRA. However, to reach a fair and reasonable conclusion, I'll turn to the expert evidence.

V12 arranged for Report 1 to be carried out by Business S. This report, which was based on appropriate instruction, concluded:

> *There is no doubt that the vehicle has been run with insufficient oil in the sump, this has caused the engine failure.*
>
> *The vehicle has covered 4,991 miles in the 3 months since purchase, this allows us to conclude that the faults were not present at the point of purchase.*

Unhappy with this, Mr T arranged for a subsequent inspection to be carried out by the same firm (Report 3), after the engine had been stripped down by Business S. Report 3, which includes a clear summary of the problems Mr T has been experiencing within the instruction, found:

> *The vehicle's engine is defective due to oil starvation during its last operational use.*
>
> *The most likely scenario is that the turbo charger bearing have become worn, thus damaging the internal seals, allowing engine oil to escape and be forced into the engine combustion chambers.*
>
> *Then piston ring pick-up had occurred causing them to become stuck in their grooves. This will have then quickly consumer engine oil at a high rate, until the level had diminished to the point whereby oil feed and hence the necessary oil pressure has been lost, starving the bearings, pistons, cylinder bore etc of correct lubrication.*

The report went on to say:

> *The level of carbon build up on [the] piston confirms the vehicle has had an ongoing issue for multiple thousands of miles, and almost certainly the engine had a developing issue at the point of purchase, as the turbocharger and piston rings were [in] an advanced state of wear at the point of sale, and therefore the sales agents normally be held liable for the repairs.*

I've no reason to doubt the independence, reliability or technical analysis of either of the inspections. The fact that their conclusions contradict each other shows that the nature of the problems with the car and who is liable hasn't been easy to establish. So, I must base my decision on the balance of probabilities.

And, in this case, I find Report 3 to be more persuasive in identifying the root cause of the problem. I say this because it was carried out after the engine had been stripped which allowed a more forensic examination of the vehicle. Therefore, I am persuaded that the engine failure which occurred in May 2023 was, more likely than not, caused by oil starvation which stemmed from a problem present or developing at the point of sale.

Therefore, on balance, I am persuaded that the vehicle was not of satisfactory quality at the point of sale.

However, I note Report 3 went on to say:

> *…the vehicle has been driven on with insufficient oil in the sump inducing cavitation of the oil, this appears to be a recent development suggesting that the current vehicle owner has not been topping up oil on a regular basis resulting in the vehicle running with a depleted level of oil in the sump.*

As a result, Report 3 recommended the selling agent is responsible for 60% of the repair costs, whilst Mr T is responsible for 40%.

The key issue then becomes the extent to which Mr T can be held liable (if at all) for any drive on damage.

Mr T emailed SD on 23 January 2023 to let them know about the issues he was having with the car and to establish whether these issues will be covered under warranty. Mr T says he did not receive a response.

SD disputes that it did not respond to Mr T – it says it called him to explain the warranty procedure, emphasising that it is back-to-base warranty...and Mr T would need to bring the car back to [SD and it] will repair any faults free of charge under warranty. But SD says it did not hear anything further from Mr T. SD points to an email Mr T sent to it dated 28 January

2023 which reads "Thanks for the follow up guys, glad I wasn't left in the dark" as evidence that it did respond to him.

Mr T has said that this email was a sarcastic response to not having heard anything further.

SD argues that, had Mr T accepted its offer, what was a potentially inexpensive repair could have been carried out and the subsequent engine failure the vehicle experienced in May 2023 could have been avoided.

On the face of it, I struggle to understand why Mr T would not have accepted an offer for repairs to be carried out free of charge. After all, his email dated 23 January 2023 clearly expressed that was his desired outcome. With this in mind, and in the absence of persuasive evidence (such as telephone call records or similar) I find it more likely that not that Mr T did not receive any further contact.

So, I don't think Mr T was acting unreasonably by continuing to use the car from this point.

As our investigator noted, the available evidence suggests Mr T raised his concerns with SD as soon as he noticed a problem. And, as it doesn't look like he received the required support, Mr T – who is not a mechanic - continued to drive the car (in my view not unreasonably) and top up the oil as and when the warning light illuminated. Mr T has provided invoices dated 24 January 2023 and 11 April 2023 evidencing that he arranged for the oil to be topped up. But, due to the inherent defect in the vehicle allowing oil to escape, this was not sufficient. This is perhaps most clearly illustrated by the fact that, just over three weeks after Mr T arranged for the oil to be topped up (as per the invoice dated 11 April 2023) the vehicle broke down at which point the mechanic from Business R found:

> *Battry [sic] was flat…no oil in vehicle [my emphasis added]…topped up 2 litres 0w30 only just on dipstick but dipstick has water on. Vehicle would crank but would struggle and make a lot of noise.*

In my view it is more likely than not that by continuing to drive the vehicle additional damage was caused. But I am not persuaded Mr T can reasonably be held responsible for that. After all, he was not told to stop driving the car nor was he given a courtesy car as an alternative. I think Mr T had reasonable cause to think that by topping up the oil he was sufficiently

maintaining it such that it was safe to drive.

Therefore, I'm not currently minded to find that V12 has dealt fairly with the situation by declining Mr T's claim for the reasons it has. Noting the remedies available to Mr T under the CRA – and bearing in mind such repairs now appear to be uneconomical - I think Mr T would be entitled to reject the car.

I say this because, I'm satisfied that Mr T has provided V12 with sufficient time and opportunity to carry out repairs noting that he first raised his concerns about the vehicle with it in May 2023 and did so again in February 2024 following the production of Report 3 – and the car hasn't yet been repaired. Therefore, I'm not satisfied that repairs have been completed or carried out within a reasonable time or without significant inconvenience to Mr T.

The relevant section of the CRA says:

> *"Section 24 Right to price reduction or final right to reject*
>
> > *(5) A consumer who has the right to a price reduction and the final right to reject may only exercise one (not both), and may only do so in one of these situations—*
> >
> > > *(a)after one repair or one replacement, the goods do not conform to the contract;*
> > >
> > > *(b)because of section 23(3) the consumer can require neither repair nr replacement of the goods; or*
> > >
> > > *(c)the consumer has required the trader to repair or replace the goods, but the trader is in breach of the requirement of section 23(2)(a) to do so within a reasonable time and without significant inconvenience to the consumer [my emphasis added].*

I now need to consider what would be fair and reasonable to put things right.

As a start point, V12 should take back the vehicle and end the agreement with nothing further owed. It should also arrange, at its own cost, to collect the car if it has not already done so.

It is my understanding that the car has been off the road and undrivable since 4 May 2023 and, since this date, Mr T hasn't been supplied with a courtesy car. As such, he was paying for goods he was unable to use. As, for the reasons already stated, I'm satisfied the car was off the road due to it being of an unsatisfactory quality when it was supplied, and as V12 failed to keep Mr T mobile, I'm satisfied they should refund the payments he's made towards the agreement since 4 May 2023.

The finance costs, however, aren't the only losses Mr T claims to have incurred as a result of being supplied with the faulty car. Under section 19 (sub-sections 10 and 11) of the CRA, Mr T would be entitled to claim damages in respect of these additional out of pocket costs. It doesn't automatically follow that a court would award them, but based on what I've seen there's a fair chance it would do so. With this in mind, I propose V12 should, on receipt of evidence of payment, reimburse:

- *The car tax and car insurance costs Mr T has incurred since 4 May 2023;*

• The costs Mr T incurred in arranging for Business S to strip the engine and carry out diagnostics;

• The cost Mr T incurred arranging for Report 3 to be carried out;

• The cost of any storage and recovery fees Mr T has incurred since 4 May 2023.

So, subject to Mr T providing invoices or other satisfactory evidence of having paid any of the above costs, I'm satisfied that V12 should reimburse him for them, plus 8% simple interest a year.

In addition, I'm satisfied that Mr T has been inconvenienced by what has happened – including having to arrange for Business R to strip the car and diagnose the fault, and arrange for Business S to carry out a further report. What's more, it is clear Mr T has had to regularly contact SD and V12 regarding this matter which has dragged on for many months.

In short, I think Mr T spent unnecessary time and effort in an attempt to resolve matters. I've already mentioned why I think V12 should have accepted the rejection sooner and if it did, this would have avoided the inconvenience Mr T has suffered. V12 should compensate him for this. I think £300 is a fair way to reflect the distress and inconvenience caused.

The current condition of the vehicle

Having set out what I think V12 needs to do to put things right, it is important to also consider the current state of the vehicle. After all, SD has said the car is currently in multiple pieces. It says, amongst other problems, that "the exhaust and engine parts were thrown inside the interior and, as a result, it's challenging to determine where to even begin repairs...and it appears that there has been intentional damage to the car".

SD argue Mr T should be responsible for restoring the vehicle to its original condition, as opposed to leaving the vehicle in a disassembled state

First and foremost, I am not persuaded that there is sufficient evidence to support the assertion that there has been intentional damage to the car.

But, putting that to one side, arranging for the engine to be stripped was a reasonable step for Mr T to take in support of his case bearing in mind his initial claim to V12 that the vehicle was of unsatisfactory quality had been declined. Indeed, this case largely turns on the independent inspection carried out after the engine had been stripped.

So, I don't think the fact the car was partially disassembled is something Mr T should be held liable for. After all, it is a consequence of being supplied a vehicle that was of unsatisfactory quality.

In any event, it is difficult to establish which parts needed to be stripped - and to what extent - in order to diagnose the fault with the vehicle. Here I note the independent inspection carried out after the engine had been stripped down makes no mention of parts being unnecessarily removed or anything of that nature. Indeed, it seems the mechanic was able to conduct a near complete inspection of the vehicle – and reach a reasoned conclusion – in its condition.

In the absence of independent evidence, I am minded to conclude that the disassembled condition of the vehicle is because of Mr T having to take additional steps to evidence that he was supplied with a vehicle that was of unsatisfactory quality. So, I don't think Mr T is liable for restoring the vehicle back to its original condition.

However, with that being said, I can see from the pictures SD provided that various components – including the battery, engine block, wiring harness and exhaust - have been left on the front and rear passenger seats (it does not look like anything has been left on the drivers seat). SD says, as a result of the damage caused, these seats need to be replaced. Having reviewed the photographs this doesn't seem unreasonable in the circumstances.

I do not find that this damage is a direct consequence of being supplied with a car that was of unsatisfactory quality, noting that the car was of unsatisfactory quality because of a mechanical failing rather than anything to do with the interior of the vehicle.

With that being the case, I think V12 is entitled to recover these costs as part of the settlement of this case.

SD has said that the cheapest price it can find to replace the seats is £2,400 plus labour. On the face of it, and in the absence of evidence to suggest otherwise, that doesn't seem unreasonable. So, in resolution to this complaint, I propose that V12 reduce the overall settlement by the cost of replacing the front and rear passenger seats.

Putting things right

Overall and having considered everything, I am minded to provisionally conclude that, in order to put things right, V12 should:

1. Collect the car (if it hasn't already done so) at no cost to Mr T; and

2. End the hire-purchase agreement and ensuring that Mr T has nothing further to pay; and

3. Refund all payments Mr T made in connection with the hire-purchase agreement from May 2023 onwards; and

4. Amend its records to show that the hire-purchase agreement was settled with no further payments due from Mr T from 4 May 2023;

5. Remove any adverse information it may have recorded against Mr T as a result of this agreement from his credit file.

6. Pay Mr T £300 to compensate him for the distress and inconvenience that he's been caused by its actions.

And, on receipt of invoices or other satisfactory evidence of payment, V12 should reimburse:

7. The car tax and car insurance costs Mr T has incurred since 4 May 2023;

8. The costs Mr T incurred in arranging for Business S to strip the engine and carry out diagnostics;

9. The cost Mr T incurred arranging for Report 3 to be carried out;

10. The cost of any storage and recovery fees Mr T has incurred since 4 May 2023.

11. Pay interest on the amounts in 3, 7, 8, 9 and 10 above, calculated at an annual rate of 8% simple from the date of each payment until the date it pays this settlement. †

12. V12 is entitled to reduce the overall settlement by the cost of replacing the front and rear passenger seats.

† HM Revenue & Customs requires V12 to take off tax from this interest. V12 must give Mr T a certificate showing how much tax it has taken off if he asks for one.

Responses to my provisional decision

I gave both parties an opportunity to respond to my provisional decision.

Mr T accepted my provisional decision, although he was keen to ensure that the cost of the seat replacement remains as set out on the invoice and *not something that now costs a lot more*.

V12 did not respond to my provisional 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.

In my provisional decision I set out my intended findings and the reasons for them.

As I've said, I've received no comment from V12 in respect of my findings, or any evidence that leads me to reach a different conclusion.

And Mr T has accepted my provisional decision, although he wanted to ensure the overall settlement is reduced by the cost of replacing the front and rear passenger seats as set out in the invoice, and not a higher figure.

To Mr T's point in response to my provisional decision, SD has said that the cheapest price it can find to replace the seats is £2,400 plus labour. In the absence of evidence to suggest otherwise, that doesn't seem unreasonable. So, to be clear, V12 is entitled to reduce the overall settlement by £2,400 plus labour. I will also set this out in the section below titled *Putting things right*.

As neither party disagreed with my overall conclusion, I therefore adopt the findings set out in my provisional decision in full in this final decision.

Putting things right

I uphold this complaint and I consider a fair resolution to be for V12 to take the following steps:

1. Collect the car (if it hasn't already done so) at no cost to Mr T; and

2. End the hire-purchase agreement and ensuring that Mr T has nothing further to pay; and

3. Refund all payments Mr T made in connection with the hire-purchase agreement from May 2023 onwards; and

4. Amend its records to show that the hire-purchase agreement was settled with no further payments due from Mr T from 4 May 2023;

5. Remove any adverse information it may have recorded against Mr T as a result of this agreement from his credit file.

6. Pay Mr T £300 to compensate him for the distress and inconvenience that he's

been caused by its actions.

And, on receipt of invoices or other satisfactory evidence of payment, V12 should reimburse:

7. The car tax and car insurance costs Mr T has incurred since 4 May 2023;

8. The costs Mr T incurred in arranging for Business S to strip the engine and carry out diagnostics;

9. The cost Mr T incurred arranging for Report 3 to be carried out;

10. The cost of any storage and recovery fees Mr T has incurred since 4 May 2023.

11. Pay interest on the amounts in 3, 7, 8, 9 and 10 above, calculated at an annual rate of 8% simple from the date of each payment until the date it pays this settlement. †

12. V12 is entitled to reduce the overall settlement by the cost of replacing the front and rear passenger seats. This cost should not exceed the figure quoted in the invoice generated by SD – this being £2,400 plus labour.

† HM Revenue & Customs requires V12 to take off tax from this interest. V12 must give Mr T a certificate showing how much tax it has taken off if he asks for one.

My final decision

For the reasons I've set out here and in my provisional decision, my final decision is that I uphold Mr T's complaint. To resolve matters, V12 must take the steps I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 4 November 2025.

Ross Phillips
Ombudsman