

The complaint

Mr T complains about the way Lloyds Bank plc trading as MBNA Limited (MBNA) handled a Section 75 claim in relation to repairs on a car. He would like the cost of repairs incurred refunded.

What happened

The details of this complaint are well known to both parties so I won't repeat them again here instead I will focus on giving the reasons for my 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.

Having done so I have reached the following conclusions:-

- MBNA has accepted there were customer service issues in dealing with Mr T's complaint, for example it didn't respond to Mr T's Section 75 claim within the 7 days apparently agreed. As a result, Mr T said he had no choice but to get his vehicle fixed. I understand MBNA paid Mr T £100 compensation for its customer service failings which I think was reasonable.
- I have considered that if MBNA had contacted Mr T within the 7-day timescale if this would have meant his Section 75 claim would have been upheld. For a successful claim there needs to be evidence of either a breach of contract or misrepresentation. Mr T may have had a claim under a breach of contract if the car he bought was faulty and he could evidence this.
- I appreciate Mr T had personal reasons for getting the car repaired as soon as possible. But I think it was unrealistic for Mr T to expect his claim to be resolved within 7 days. He might reasonably have expected to have to evidence faults with the car to support his claim. Unfortunately, given the repairs there was no opportunity for an independent inspection to support the car being faulty at the point of sale.
- I have looked at further evidence Mr T has given us. This confirms the repair. However, the garage report provided says it can't confirm if the rear differential issue was present at the time of sale. I think if MBNA had had that information it wouldn't have upheld Mr T's Section 75 claim as it doesn't evidence the problem was present at the point of sale. So, I don't feel Mr T was disadvantaged by MBNA not responding to his claim in the timescale he expected it to do so.

My final decision

My final decision is that I don't uphold this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 6 November 2023.

Bridget Makins
Ombudsman