

## **The complaint**

Mr F and his brother Mr F complain on behalf of their father the late Mr F that he was mis-sold a finance agreement for a new boiler by Ikano Bank AB (publ).

## **What happened**

In early 2019, the late Mr F was diagnosed with a terminal illness.

In September 2019, Mr F was contacted by a sales representative to see if he wanted a new gas boiler. Following the call, an appointment took place at Mr F's home.

Mr F says that his father told the sales representative that he had a terminal illness, and that in response, the sales representative advised him to pay for the new boiler on finance because the debt would be written off if he passed away.

Soon after the boiler was installed, Mr F passed away. Ikano sought payment of the balance due under the finance agreement from Mr F's estate.

Mr F and his brother are unhappy about this. They think it was irresponsible of Ikano to lend to their father given his health at the time. They also think the agreement was mis-sold.

In response to the complaint, Ikano said it had contacted the gas boiler retailer, who said it hadn't been made aware of the state of Mr F's health. Ikano said it hadn't done anything wrong.

Mr F and his brother remained unhappy and brought the complaint to this service.

Our investigator didn't think there was enough evidence to say that the late Mr F had been mis-led about what would happen to the balance under the agreement if he passed away. The investigator also said there wasn't any evidence to show that the retailer was aware of Mr F's state of health. She said the outstanding finance would have to be settled from the estate.

Mr F didn't agree so I've been asked to make a final 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 order to find that the finance agreement was mis-sold to the late Mr F, I would need to be satisfied that the sales representative made an untrue statement of fact which induced Mr F to enter into the agreement.

Mr F says the sales representative told his father to enter into a finance agreement because in the event of him passing away, the balance under the agreement would be written off.

Ikano contacted the retailer, who said that Mr F hadn't disclosed any details about his health, and that there were no concerns about his physical or mental health. They also said they don't discuss what happens with an agreement upon death unless they are asked, in which case they would explain that any balance would be payable by the estate.

Because I wasn't present when Mr F discussed the agreement with the salesperson, I can't be certain of exactly what was said. So, I've looked at the available information to decide what's most likely to have happened.

I've taken into account what both parties have said. I've listened to a phone call made by the sales representative to Mr F, in which the details of the sale were confirmed. I've also looked at a record of a final visit to Mr F's house at which the agreement was signed and the boiler installed.

I haven't seen anything to suggest that the sales representative was aware of Mr F's state of health, or that he made a statement to the effect that the balance under the agreement would be written off if he passed away. Because of this, I can't be certain that the sales representative was aware that Mr F was unwell. And I haven't seen enough evidence to persuade me that the sales representative made a misrepresentation.

Based on what I've seen, I'm unable to say that the agreement was mis-sold. So, I won't be asking Ikano to do anything.

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mr F to accept or reject my decision before 19 April 2021.

Emma Davy  
**Ombudsman**