

## **The complaint**

Ms D has complained about the way Clydesdale Financial Services Limited (trading as Barclays Partner Finance ("BPF")) has dealt with a claim she made under section 75 of the Consumer Credit Act 1974 ("s.75").

## **Background**

In 2015 Ms D entered into an agreement for the supply and installation of a solar panel system from a company called Solar & Green. The system was paid for by a loan arranged with BPF.

Under s.75 a finance company can be held responsible for misrepresentations or breaches of contract to the same extent as the supplier of goods or services. Solar & Green is no longer trading so Ms D has made a claim to BPF.

Ms D made a previous claim to BPF in 2016 about the mis-sale of the system. That complaint was referred to this Service for consideration but was not upheld, and Ms D was referred to the insurer which provided the insurance backed guarantee.

In 2019 Ms D made a second complaint raising new concerns. She explained that the system had stopped working and the way it was installed failed to protect from nuisance caused by pigeons.

BPF said it would review the complaint but needed further information from Ms D to do so. As the complaint wasn't resolved Ms D referred her concerns to this Service for review.

One of our investigators started looking into the complaint and Ms D provided some of the information needed to BPF. It offered her £250 to compensate for what it acknowledged was poor service. It also made an offer to pay for the replacement of the system inverter and review Ms D's Feed-in Tariff ("FiT") statements to calculate whether the system performed as promised by Solar & Green.

BPF's offer didn't accept responsibility for the issue Ms D had raised about the pigeons. It did obtain quotes for the measures that could be taken to improve the situation – but both would cost around £3,000 and be payable by Ms D.

Ms D provided further evidence about what was provided to her by Solar & Green as part of the sales process. The evidence included an email which set out details of the different types of guarantee. Our investigator concluded that the email didn't say anything about pigeon proofing measures – and said she couldn't conclude that point had been misrepresented. The investigator also considered what was standard industry practice and noted pigeon proofing was not commonly included.

Ms D provided BPF with details of her FiT tariff statements and it was able to calculate its offer of compensation. It also confirmed that it would reimburse the cost of replacing the inverter if Ms D provided evidence of this – but it understood the cost had been £144. It remained of the position that it was not liable for the pigeon problems Ms D is experiencing.

Overall, the investigator felt that the offer made by BPF was fair and reasonable and in line with what our Service would usually recommend in such complaints.

Ms D didn't accept the offer. As no agreement could be reached the complaint has now been passed to me to review everything afresh and decide.

## **My findings**

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

Having considered everything, I've reached much the same conclusion as the investigator.

For there to be a valid claim under s.75, an appropriate debtor-creditor-supplier relationship must exist. I'm satisfied that exists here, and as BPF has accepted the claim I won't expand further. The key issue for me to decide is whether the offer made by BPF to resolve Ms D's claim is fair and reasonable.

### Self-funding offer

Ms D says that she was told the financial benefits generated by the solar panel system would cover the cost of servicing the loan with BPF and effecting make the system 'self-funding'.

In the course of our Service dealing with the complaint Ms D has provided copies of her FiT statements which enabled BPF to calculate the loss it says she suffered. That calculation is based upon the likely energy savings and FiT income Ms D would receive over the loan term, compared to the cost of the loan. The approach taken by BPF to calculate the loss was in line with what our Service would direct in similar complaints.

In 2019 BPF made an offer to pay compensation to Ms D to reflect the loss it had calculated. Its offer was to include compensatory interest of 8% simple per year to be added at the date of settlement.

I'm satisfied this approach is fair and reasonable and puts Ms D in the position she would have been in had the system performed as was represented to her by Solar & Green.

### Inverter

Ms D had experienced problems with her inverter and had to arrange for it to be replaced. BPF agreed to reimburse the costs Ms D had incurred in doing this – and had requested proof of those costs.

In early 2020 BPF contacted this Service and explained that it understood Ms D had paid £144 by way of contribution towards the cost of the inverter – with most of the cost being paid under an Insurance Backed Guarantee. On that basis, it agreed to reimburse Ms D without proof of her payment.

Overall, I think what BPF has offered in this regard is fair and reasonable. If Ms D confirm that she paid £144 towards the inverter she just needs to confirm that to BPF and it will reimburse her. But if she says that the cost to her was higher than £144, then she shall need to provide proof of that cost to BPF and it should refund that amount to her.

### Pigeon-proofing

I'm aware that a central issue forming part of Ms D's complaint is the distress she's experienced from pigeons nesting on her roof under the solar panels. She would like BPF to do something about this issue.

I've not seen any evidence to show that Solar & Green had told Ms D that the system would include 'pigeon proofing' – so I can't reasonably say there was any misrepresentation or breach of contract in that regard. As a result, I'm unable to ask BPF to do anything as it doesn't have any responsibility for this issue under s.75.

I'm aware that our investigator shared information with Ms D about potential options to deal with the pigeons and proofing her solar panels. I won't repeat them here – but I do appreciate that they would incur considerable cost for Ms D.

### Summary

As explained above, I'm satisfied the offer BPF has made to Ms D is fair – but it will need to refresh its calculation to the date of settlement if Ms D accepts this decision.

I realise Ms D may be disappointed with my conclusions about the pigeon issues she's experienced, but I must assure her that I've considered everything impartially, afresh and in full.

### **My final decision**

My final decision is that I uphold Ms D's complaint against Clydesdale Financial Services Limited (trading as Barclays Partner Finance).

To put things right it should follow the steps set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 19 April 2022.

Ross Hammond  
**Ombudsman**