

## **The complaint**

Mrs M is unhappy about the way in which Shawbrook Bank Limited handled her claim under section 75 of the Consumer credit Act 1974.

## **What happened**

In January 2020 Mrs M entered into a contract for the supply and installation of new windows and doors. The purchase price was financed by a loan from Shawbrook Bank.

There were issues with the installation which weren't resolved by the supplier. Ultimately, Mrs M raised a claim with Shawbrook under section 75.

Shawbrook said that the supplier was prepared to resolve most of the issues. There was a problem with the dog flap which, although it appeared in the confirmation of survey details, couldn't be supplied. Shawbrook upheld the section 75 claim. But Mrs M still had concerns and brought her complaint to this service. She's since completed some of the work herself and feels that the supplier's failure to supply the dog flap is a breach of contract.

## **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.

I issued a provisional decision on this complaint in which I said that because the dog flap was included in the contract documentation, and because this wasn't something the supplier could supply, there had been a misrepresentation. I said that Shawbrook should arrange for the supplier to fit a dog flap of Mrs M's choice.

I also said that I didn't think it was unreasonable that Mrs M had carried out some of the works herself because of the delays she experienced. I said that Shawbrook should reimburse Mrs M for the costs she had evidenced in the sum of £585.

In relation to the remaining remedial works, I said that the supplier's offer to complete these was reasonable and that Mrs M should allow the supplier to complete the works.

I explained that I wasn't asking Shawbrook to pay compensation because I hadn't seen any evidence that Shawbrook had caused delay in the handling of the section 75 claim.

I invited both parties to let me have any further comments or arguments they wished to raise.

Shawbrook said it had nothing further to add. Mrs M said she wanted confirmation of what remedial works would be carried out. She agreed that the suppliers were the correct people to complete the work. In relation to the dog flap, Mrs M said she thought she should be reimbursed for the dog flap because she had paid for this in the contract.

Mrs M asked me to reconsider awarding compensation and said she had been caused significant stress and anxiety.

## **Putting things right**

I've taken on board what Mrs M has said. In relation to the outstanding remedial works, my understanding is that these have been identified following a visit to the site in April 2021 and confirmed in a letter from the supplier to Mrs M dated 27 April 2021. But for the avoidance of any doubt, I think Shawbrook should supply Mrs M with a schedule of remedial works which will be completed by the supplier.

In relation to the dog flap, I agree with Mrs M that this was part of the original contract. I accept that the supplier can't supply the dog flap, which is why I've said there has been a misrepresentation. I think the fairest way to resolve this part of the complaint is for Mrs M to choose a dog flap and purchase it, and for Shawbrook to reimburse the cost of this.

I understand that this must've been a stressful experience for Mrs M. But as I've explained, I can only ask Shawbrook to pay compensation if I think it caused delay in the handling of the section 75 claim. This is a separate issue to delays in the installation and remedial works. I haven't seen any evidence that Shawbrook caused delay in its handling of the section 75 claim.

## **My final decision**

My final decision is that I uphold the complaint. Shawbrook Bank Limited must:

Arrange for the remedial work to be completed in accordance with the contract (to include fitting a dog flap supplied by Mrs M)

Reimburse Mrs M the cost of the dog flap upon production of a receipt

Refund Mrs M the cost of the work she's completed herself in the sum of £585

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 6 September 2022.

Emma Davy  
**Ombudsman**