

The complaint

Mr O and Mrs O complain that a door supplied with finance from Shawbrook Bank Limited wasn't of satisfactory quality.

What happened

In January 2019 Mr O ordered some replacement windows and doors from a merchant and entered into a fixed sum loan agreement with Shawbrook.

Mr and Mrs O experienced some issues with the installation. These included:

- Poor workmanship when replacing an L shaped unit to the rear of the property. The merchant said it would send a surveyor out, but appointments were missed and ultimately Mr O arranged his own surveyor. The issue was finally resolved in March 2022.
- The front door mechanism seizes in heat and can't be opened

Mr and Mrs O were unable to resolve matters with the merchant. In June 2022 Mr O raised a complaint with Shawbrook. Mr O said he wanted compensation for the time he'd taken off work for appointments which weren't kept and compensation for the stress and anxiety the issue had caused.

In its final response, Shawbrook said that the merchant had offered a replacement door, but that this had been refused by Mr O. Shawbrook also said that the merchant had undertaken works to repair an issue with the roof joist and ceiling which wasn't included in the schedule of works, the value of which had been estimated by the merchant to be in the region of £1500. Shawbrook said that the offer to replace the door, and the work undertaken free of charge, was a sufficient resolution.

Mr O remained unhappy and brought his complaint to this service. He said he hadn't refused a replacement door but wanted compensation as part of the settlement. Mr O said he'd had to take 12 days off work and that he'd had to pay for his own surveyor. He also said that not knowing whether the door would open or not on any given day had caused anxiety and distress.

Our investigator upheld the complaint. She said she was satisfied that the door wasn't of satisfactory quality and that Shawbrook should arrange for it to be replaced. She also said that Shawbrook should refund the surveyors fee and pay compensation for trouble and upset.

Shawbrook replied to the investigator and said its position remained as set out in its final response.

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 certain circumstances, section 75 gives a consumer a right to claim against a supplier of goods or the provider of credit if there's been a breach of contract or a misrepresentation. In order to uphold Mr O's complaint, I would need to be satisfied that there's been a breach of contract or a misrepresentation and that Shawbrook's response to the claim under section 75 wasn't fair or reasonable.

I've reviewed the available evidence to determine whether there's been a fault with the door. Mr O first reported an issue with the door swelling in warm weather in 2020. The merchant attempted repairs more than once, but the issue wasn't resolved and in 2022 the merchant said that the door was bowed and needed replacing.

Based on what I've seen, I'm satisfied that the door supplied to Mr O wasn't of satisfactory quality. I'm satisfied that there's been a breach of contract for the purposes of section 75.

I've gone on to consider whether the response from Shawbrook was fair.

The merchant said it had undertaken additional works to Mr O's property as a good will gesture and because of this, the merchant didn't think it should pay compensation to Mr O.

Mr O disagreed with this and said he'd paid for the additional work himself. He provided evidence to show that he'd paid monies to the builder who carried out the additional work.

The merchant hasn't provided any evidence of the work it says it carried out for free. It has provided some photos, but these don't establish who carried out the work and /or whether any payment was made.

Based on what I've seen, it seems more likely that Mr O paid for the additional work. But even if he didn't, I'm not persuaded that carrying out work for free is adequate compensation for the issues arising from the breach of contract.

When Shawbrook investigated Mr O's complaint, it acknowledged that the door wasn't of satisfactory quality. In its final response it said that the merchant's offer to replace the door and the work which was carried out for free was a fair offer.

I'm not persuaded that Shawbrook's response to the section 75 claim was fair. I think Shawbrook should've done more to confirm that the work had actually been carried out for free, or whether Mr O had evidence to show otherwise.

I've taken into account what Mr O has said about the compensation he's seeking. The door wasn't of satisfactory quality and attempts to repair it have failed so I'm satisfied that it should be replaced. I understand that the original merchant has become insolvent so alternative arrangements to replace it will need to be made.

Mr O has said that he's taken a total of 12 days off work. He's said that 8 of these were taken off for building work when no-one turned up and 4 of these were taken off when work was being carried out.

I appreciate that it must've been frustrating for Mr O to take time off work only to find that no-one turned up. However, I'm unable to consider this time – or the other 4 days – as loss of earnings because taking time off work for appointments with workmen is something that we'd expect a customer to do and is outside of the scope for reimbursement under section 75.

Mr O has paid for a survey which was meant to be organised and paid for by the merchant. This was necessary before work could start, so I'm satisfied that the cost was reasonably incurred.

I've taken into account the distress and inconvenience caused to Mr O by the issues with the door, I appreciate that it must've been very stressful for Mr O to be uncertain of whether the door would function correctly on a day to day basis.

Putting things right

The Consumer Rights Act 2015 sets out various remedies which can be considered where goods aren't of satisfactory quality.

One of the remedies is repair. There have been several attempts to repair the door already which didn't resolve the issue, so I'm satisfied that replacement of the door is the only viable remedy.

I'm therefore requiring Shawbrook to do the following:

Arrange for the front door to be replaced at no cost to Mr O

Refund the survey fee of £420

Pay £300 compensation to Mr O for distress and inconvenience

Pay 8% simple interest per annum on all refunded amounts from the date of payment to the date of settlement

My final decision

My final decision is I uphold the complaint. Shawbrook Bank Limited must take the steps I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs O and Mr O to accept or reject my decision before 18 September 2023.

Emma Davy
Ombudsman