

The complaint

Ms N complains that Shawbrook Bank Limited ("Shawbrook"), has rejected the claim she made under section 75 of the Consumer Credit Act 1974 ("the Act") in relation to a solar panel system she says were misrepresented to her by the supplier.

Ms N is being supported by a representative ("the representative").

What happened

In or around November 2015, Ms N was contacted by a representative of a company I'll call "P" to talk about purchasing a solar panel system ("the system") to be installed at her home. After being visited by a representative of P, Ms N decided to purchase the system and finance it through a 15-year fixed sum loan agreement with Shawbrook. The system was subsequently installed.

In 2020, Ms N's made a claim under section 75 of the Act to Shawbrook. She said that P had made a number of representations about the system that had turned out not to be true, and it was these misrepresentations that had induced Ms N to enter into the contract with P. She has made the following points:

- The system would generate free electricity.
- The system would be self-funding.
- The feed in tariff (FIT) would provide enough income to cover the finance agreement repayment costs which was important to Ms N as she was on a low income.
- She'd asked for interest to be frozen while Shawbrook looked into her claim but received no response to this causing her significant inconvenience and distress.
- She said she experienced problems some time after the sale – and subsequently explained this was in relation to her warranty provider becoming insolvent.

Shawbrook didn't agree the system had been misrepresented to Ms N or that there were any other reasons for the claim to be upheld. But it did offer £200 compensation for the delay in responding to her concerns.

One of our investigators looked into what had happened. Having considered all the information and evidence provided, our investigator didn't think that P had misrepresented the system to Ms N. But she did think Shawbrook had failed to notify Ms N that it hadn't frozen interest, and despite several chasers, it did not respond to her. So, she felt Shawbrook should pay £350 compensation (including the £200 it had offered).

Ms N didn't agree for the following reasons:

- She doesn't believe her home is suitable for solar panels due to its positioning and the slant on her roof – which is why the system didn't perform as expected and as she was promised.
- She reiterated her concerns that the insurer providing her with a warranty became insolvent and, had she wanted to purchase replacement cover, she would have had to pay an alternative provider around £20 a month.

Ms N also raised a number of other concerns as set out below.

- Ms N says that P's salesperson paid an inducement to a third party in order to sell Ms N the system. She also set out some detail around her personal circumstances that were deeply distressing for her.
- She tried to cancel the system after the sale but was told she couldn't.
- She doesn't believe the loan was affordable and she felt this formed part of her original complaint.
- Ms N moved houses in 2021, which is before the end of the loan term, and whilst she remains responsible for repaying the loan, she is no longer receiving any benefit. Ms N feels P should have taken into account the possibility of her moving.

As an agreement couldn't be reached, the case was passed to me for review.

In my provisional decision of 15 September 2023, I set out why I was minded to upholding the complaint but only in part and broadly in line with our investigator. I invited both parties to provide any further submissions they may wish to make before I reached a final decision. Ms N made a number of additional comments which I'll address below. Shawbrook accepted the findings of my provisional 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 my provisional decision I explained the following:

Relevant considerations

When considering what's fair and reasonable, I'm required to take into account; relevant law and regulations, relevant regulatory rules, guidance and standards and codes of practice; and, where appropriate, what I consider to have been good industry practice at the relevant time.

In this case the relevant law includes section 56 and section 75 of the Act. Section 75 provides for consumers for goods or services bought using credit.

As Ms N paid for the system with a fixed sum loan agreement, Shawbrook agrees that section 75 applies to this transaction. This means that Ms N could claim against Shawbrook, the creditor, for any misrepresentation or breach of contract by P in the same way she could have claimed against P, the supplier. So, I've taken section 75 into account when deciding what is fair in the circumstances of this case.

Section 56 is also relevant. This is because it says that any negotiations between Ms N and P, as the supplier, are deemed to have been conducted by P as an agent of Shawbrook.

For the purpose of this decision, I've used the definition of a misrepresentation as an untrue statement of fact or law made by one party (or his agent) to a second party which induces that second party to enter the contract, thereby causing them loss.

What happened?

If there is a dispute about what happened, I must decide on the balance of probabilities - what I think most likely happened, given the evidence that is available and the wider surrounding circumstances.

Ms N says that during a sales meeting she was told that the system would be entirely self-financing.

There are several documents that have been provided by both Ms N and Shawbrook. These include the credit agreement and solar quote, titled 'Your Personal Solar Quotation'. I've considered these, along with the consumer's testimony and recollection of the sales meeting, to decide on balance what is most likely to have happened.

The quote is a detailed document that sets out key information about the system, the expected performance, financial benefits and technical information. P, via Shawbrook, has told this service that this formed a central part of the sales process, and the representative of P would have discussed this in detail with the consumer, explaining any benefits of the system, prior to the consumer agreeing to enter into the contract.

Having thought carefully about the available evidence, I'm satisfied that on balance the quote did form a central part of the sales process and therefore accept that the salesperson went through it during the meeting. So, I've taken this into account, along with the consumer's version of events when considering if there have been any untrue statements of fact.

The credit agreement sets out the amount being borrowed, the interest to be charged, total amount payable, the term of the loan and the contractual monthly repayments.

The cost of the system

I'm satisfied that Ms N was told that the cost of the system was £7,755. The quote and credit agreement set this out clearly.

The credit agreement also sets out that the monthly payment was £84.23. The total amount of credit is £7,755 and goes on to show that the total amount payable would be £15,161.40.

The figures set out in the quote are marginally different due to Ms N's credit agreement having a deferral period of a few months, but the costs are broadly the same. Overall, I think Ms N would have understood what she'd be paying for the system. I'm also satisfied that P made it clear that although the cost of the system was £7,755, it would cost Ms N more than this as she had decided to pay for it with an interest-bearing loan.

Self-funding from the outset

Ms N has said that she was told her monthly loan repayments would be covered, or 'self-funded' by the FIT payments. I've considered the quote that was provided by P as well as the consumer's recollections of their meeting with P's representative to decide what is most likely to have been said.

The system analysis page of the quote sets out the estimated income Ms N could expect to receive by way of FIT payments from the system. This is split out into the expected FIT payments in the first year and the expected average income over 20 years. The FIT scheme only provides payments for a 20-year period.

Feed in tariff - year 1

Generation tariff in year 1	£ 427.97
Export tariff in year 1	£ 83.23
Total income in year 1	£ 511.20

I think that the table is clear that Ms N could expect to receive a total FIT income in year one of £511.20, which results in an average monthly income of £42.60. As outlined above, I'm satisfied that the credit agreement set out that there would be a monthly loan repayment due of £84.23. As a result, I'm not able to conclude that the consumer was told that the monthly loan repayments would be covered by the FIT payments when there is such a significant shortfall between the monthly cost of the system (including the loan costs) and the FIT benefit she was estimated to receive.

There's a section headed 'Repayments' with three tables showing repayments over 60 months, 120 months and 180 months. I've focused on the table for 180 months as this is the length of the loan that Ms N entered into with Shawbrook. This table shows the loan as repayable in 180 monthly payments of £82.86. For each year of the 15-year loan it shows the expected grand total return from the system. It then averages that figure over 12 months, and subtracts the monthly loan repayment of £82.86, to give an average difference between the monthly return from the system and the monthly loan repayment in each year.

180 payments of £82.86 p/m

Yr	Acc. grand total	Est. monthly return	Average monthly repayment diff.
1	£911.97	£76.00	£-6.37
2	£962.02	£80.17	£-2.20
3	£1,015.40	£84.62	£2.25
4	£1,072.39	£89.37	£7.00

I think the quote clearly sets out the income Ms N could expect to receive from the system, by way of FIT payments, as well as her expected contractual monthly loan repayments. Whilst I accept that the table doesn't simply compare the FIT income to the monthly loan repayments, it does clearly set out that the overall income she could expect to receive by way of FIT income and any additional savings, would not be immediately sufficient to cover the monthly loan repayments as there is a deficit for the first two years. This supports my finding above that the consumer wasn't told that the FIT payment would cover the loan repayment from the outset.

While I've carefully thought about the consumer's version of events, I don't think I can reasonably find that she was told that the monthly loan repayments would be covered by the FIT income alone. As a result, I consider the salesperson did not make a representation that the system would be self-funding from the outset. Rather, I find that the salesperson went through the quote at the meeting which sets out that there would be a difference between the expected income and the monthly loan repayments.

Self-funding over a period of time

Having reviewed everything provided by both Ms N and P, I do accept that Ms N was likely told by P that the system would be self-funding over a certain duration of time.

The 'system performance and returns' page of the quote has a table detailing the performance over 20 years. This shows that by year 13 the overall benefits that Ms N could expect to receive would have exceeded the total amount payable under the loan agreement.

Estimated performance over 20 years

Panel degradation	Yr	Income		Elec. savings	Energy saving optional extras *				Total income savings	Acc. grand total	Est. monthly return	Ann. ROI
		Generation Tariff	Export Tariff		VO savings	Heating control	H/W controller	Battery storage				
100.0%	1	£427.97	£83.23	£400.77	£0.00	£0.00	£0.00	£0.00	£911.97	£911.97	£76.00	11.76%
100.0%	2	£441.75	£85.91	£434.35	£0.00	£0.00	£0.00	£0.00	£962.02	£1,873.99	£80.17	12.41%
100.0%	3	£455.98	£88.68	£470.75	£0.00	£0.00	£0.00	£0.00	£1,015.40	£2,889.39	£84.62	13.09%
99.6%	4	£468.78	£91.16	£508.16	£0.00	£0.00	£0.00	£0.00	£1,068.10	£3,957.49	£89.01	13.77%
99.2%	5	£481.92	£93.72	£548.54	£0.00	£0.00	£0.00	£0.00	£1,124.18	£5,081.67	£93.68	14.49%
98.8%	6	£495.44	£96.35	£592.11	£0.00	£0.00	£0.00	£0.00	£1,183.89	£6,265.57	£98.66	15.26%
98.4%	7	£509.32	£99.05	£639.13	£0.00	£0.00	£0.00	£0.00	£1,247.50	£7,513.06	£103.96	16.09%
98.0%	8	£523.58	£101.82	£689.87	£0.00	£0.00	£0.00	£0.00	£1,315.28	£8,828.34	£109.60	16.96%
97.6%	9	£538.23	£104.68	£744.63	£0.00	£0.00	£0.00	£0.00	£1,387.54	£10,215.88	£115.63	17.89%
97.2%	10	£553.29	£107.60	£803.72	£0.00	£0.00	£0.00	£0.00	£1,464.61	£11,680.49	£122.05	18.89%
96.8%	11	£568.76	£110.61	£867.48	£0.00	£0.00	£0.00	£0.00	£1,546.85	£13,227.34	£128.91	19.95%
96.4%	12	£584.65	£113.70	£936.29	£0.00	£0.00	£0.00	£0.00	£1,634.65	£14,861.99	£136.22	21.08%
96.0%	13	£600.97	£116.87	£1,010.54	£0.00	£0.00	£0.00	£0.00	£1,728.38	£16,590.37	£144.03	22.29%
95.6%	14	£617.74	£120.13	£1,090.66	£0.00	£0.00	£0.00	£0.00	£1,828.53	£18,418.90	£152.38	23.57%
95.2%	15	£634.96	£123.48	£1,177.12	£0.00	£0.00	£0.00	£0.00	£1,935.56	£20,354.46	£161.30	24.96%
94.8%	16	£652.65	£126.93	£1,270.41	£0.00	£0.00	£0.00	£0.00	£2,049.97	£22,404.44	£170.83	26.43%
94.4%	17	£670.83	£130.46	£1,371.05	£0.00	£0.00	£0.00	£0.00	£2,172.33	£24,576.77	£181.03	28.01%
94.0%	18	£689.49	£134.09	£1,479.64	£0.00	£0.00	£0.00	£0.00	£2,303.23	£26,879.99	£191.94	29.7%
93.6%	19	£708.66	£137.82	£1,596.82	£0.00	£0.00	£0.00	£0.00	£2,443.30	£29,323.29	£203.61	31.51%
93.2%	20	£728.36	£141.65	£1,723.24	£0.00	£0.00	£0.00	£0.00	£2,593.23	£31,916.53	£216.10	33.44%
Totals		£11,353.33	£2,207.95	£18,355.28	£0.00	£0.00	£0.00	£0.00	£31,916.53	£31,916.53	Ave. ROI:	20.58%

As I've set out above, I'm satisfied that P told Ms N that the system would pay for itself by year 13, and this is supported by the table above included in the quote. If that were an untrue statement of fact, and I'm satisfied that this was what induced her to enter into the contract, and she subsequently suffered a loss, that would amount to a misrepresentation.

I've gone on to consider the performance of the system and whether this is in line with the contract between P and Ms N. The quote sets out that the system is expected to produce 3432 kWh a year.

I have looked at the latest meter reading Ms N's provided and can see what the solar panels were generating on average annually. I'm satisfied that the system was performing at around the expected level of performance. I understand Ms N has since moved out of the property and can no longer provide any updated information.

Ms N has also mentioned that, while her electricity bills did go down, this coincided with her former partner moving out and the overall usage reducing. I accept that this is likely to impact how much energy is used in the property, but I've seen no evidence that the system didn't perform as it was designed to. It looks to me like the system isn't faulty and generated the amount of power it was expected to generate. I have also noted her comments regarding her house being unsuitable due to its position and roof slant, but, as explained above, it looks like the system did perform as it was designed to and generated the power broadly in line with the estimates. I think P made it clear how the system likely would perform, having taken account of her specific property, and the system then did perform in line with that. So, it doesn't look like P made any errors in this regard.

P also estimated how much benefit (in financial terms rather than solely power generation) Ms N would likely receive over the expected lifetime of the system and used a set of assumptions to help it calculate these estimates. I have looked at the assumptions used by P, including the self-consumption rate, expected annual increase in utility prices (EPR) and expected annual RPI inflation increase. I am satisfied that P's method for calculating these are fair and reasonable.

P used Office of National Statistics (ONS) data to calculate the utility price and RPI inflation. I have looked at the actual yearly increases between 2016 and 2020 and the increases have been lower than predicted by P at the point of sale and I think that explains why she may not have been receiving the financial returns she may have been expecting from the solar panels. Since actual energy prices have been lower than the modelling predicted, the savings achieved through the energy generated by the system has been correspondingly lower.

As I have explained, the assumptions used by P were based on the information available from the ONS. And based on this, I don't consider it unreasonable for P to have used them as the basis for calculating the potential financial income Ms N could've expected to receive from the system.

So, whilst I can appreciate that the returns may not have been as high over the years, as estimated at the point of sale, I'm not persuaded that this was due to unreasonable assumptions being used by P at the time Ms N entered into the contract. This therefore doesn't amount to a misrepresentation – as they were formed based on reasonable assumptions at the time.

To summarise, I don't think there's sufficient evidence that Ms N was told that the FIT payments would cover her loan payments from the outset. I think it was clear that there would be a shortfall between the FIT payments Ms N would receive and the loan payments she'd have to make.

And while the system was expected to generate enough benefit to cover the costs of the loan over a period of time (13 years), these estimates were reasonably calculated at the time of sale – so this also does not amount to a misrepresentation that would enable me to uphold this complaint.

Other issues

Warranty

Ms N says she was unhappy that, after the sale, a third party contacted her and explained the company providing the warranty for her system had become insolvent, but she could purchase a replacement warranty from the third party. Ms N didn't want to increase her costs given her circumstances at the time, so she didn't buy the additional warranty. Bearing in mind that the system was performing as it was designed to, so she didn't need to make any claims on the warranty, she didn't buy a replacement warranty, and no longer owns the property where the system is installed – she's suffered no financial loss because of this. So, I don't intend to ask Shawbrook to do anything about this.

House move

Ms N is also unhappy that she moved out of the house in 2021, where the system is installed and feels the possibility of consumer's moving out ought to have been considered during the

sale. She also feels that her complaint with Shawbrook should have been resolved before the sale of her house.

However, Ms N's decision to sell her house came about after her circumstances changed following the installation of the system, so P could not have advised her with the house move in mind. And during the sale of the house, consumers are able to negotiate the purchase price of the house with the solar panel installation in mind. I think it's apparent that, as Ms N was no longer going to own or reside in the house, she would no longer gain any benefits from the system. Irrespective of the outcome of her complaint with Shawbrook, the solar panels were to remain installed in the house and the new owners would benefit from them. Shawbrook is also only obligated to put matters right if P has misrepresented anything to consumer's during the sale or breached any contractual terms. But it is not expected to cover the costs or any losses arising from a consumer's change in circumstances.

Interest freeze

Ms N asked for a payment holiday from Shawbrook during the lockdown period and also asked for interest to be frozen while Shawbrook investigated her complaint. I've listened to the call and the advisor made it clear that, while payments would be temporarily on hold, he wasn't able to agree to interest being frozen. He said he would instead ask a manager if this is something that could be arranged. Ms N never received confirmation from Shawbrook regarding her request for interest to be frozen.

Shawbrook is under no obligation to freeze interest, but it ought to have confirmed to Ms N and explained that it hadn't complied with her request. I can see Ms N repeatedly chased Shawbrook for an answer, but her requests remained unanswered causing Ms N significant inconvenience and worry.

So, I agree with our investigator that Shawbrook hasn't responded to Ms N's complaint in a timely manner and caused unnecessary worry by not informing her that interest was not frozen. And it should pay her £350 compensation for this, including the £200 it already offered. Shawbrook also said Ms N's credit file wouldn't be negatively affected during the period that payments were stopped on the account and it should ensure that this is the case.

New complaint points

As our investigator explained, Ms N has raised a number of new issues that weren't part of her original complaint. This service is unable to look at new issues that weren't originally part of Ms N's complaint, so I reiterate that we are not able to look at any of her new complaint points.

I understand when Ms N raised her self-funding complaint, she stressed that as she was on a low income, she relied on P's comments about the system being self-funding. But I have reviewed everything she originally complaint about, and at no time did she say the loan was unaffordable. Her concerns about a third-party receiving inducements, and her inability to cancel the system also weren't part of her original complaint. I would add that I understand Ms N has suffered through some extremely distressing personal circumstances and she feels that P's salesperson was aware of this. However, Shawbrook is only responsible for any breaches of contracts and misrepresentation on the part of P related to the sale of the system. Ms N has also raised concerns about being unable to open emails recently sent by Shawbrook. But as explained I cannot look at any new issues that weren't raised as part of her original complaint.

So, I will not be looking at these issues as part of this complaint.

Summary

Having carefully considered the evidence provided by all parties in this complaint, I'm satisfied that there were no untrue statements of fact made by P that induced Ms N to enter into the contract for the system.

However, I do think it failed to deal with her complaint in a timely manner and also failed to confirm that it would not freeze interest on her loan account. So, it should pay her compensation for trouble and upset caused.

Putting things right

- *Pay Ms N £350 compensation for the inconvenience and worry caused.*
- *Ensure Ms N's credit file does not record any adverse information for missed payments during the period Shawbrook agreed to suspend payments.*

Shawbrook accepted the findings in my provisional decision. Ms N has disagreed with my provisional decision. I'd like to stress that I have read and thought about everything she's said but I will only deal with her most salient points below. Ms N disagrees with my findings for the following reasons:

- Ms N reiterates that she did raise a complaint about the loan being unaffordable. She set out further detail and provided evidence as to why the loan was unaffordable.
- Ms N reiterates she was told the system would be self-funding and the provisional decision didn't address what induced Ms N to buy the system if it wasn't because the salesperson made claims about the system being self-funding.
- The quotation booklet sets out returns, estimates, and lists the payback year as year 8 – but these figures are for cash purchases, when Ms N bought her system using finance. Ms N feels these figures corroborate her claims that the system was sold to her as self-funding. Ms N adds that the quotation booklet setting out estimated returns for cash purchases was unfair and the salesperson gave her information based on a cash purchase while knowing Ms N was using a loan with higher costs.
- Ms N says that she did not receive a copy of the booklet and she cannot evidence it wasn't sent to her. That it should be for Shawbrook to prove that it was sent and used during the sale.
- Ms N also feels we haven't investigated whether there has been a breach of contract.
- She reiterates that lenders should have pointed out at the time of sale that if she were to move, she would not benefit from the solar panels.
- Ms N reiterates that the salesperson was aware of private details about her partner at the time of sale and the salesperson should not have made the sale without informing Ms N of such details. She feels this makes the contract void.

I've reconsidered Ms N's concerns about the affordability of the loan. In her original complaint, Ms N commented she was informed the system was self-funding which was important to her due to her low income. At no point did she raise concerns over the loan itself being unaffordable, or that appropriate credit checks or affordable lending assessments weren't carried out. We cannot add additional complaint points and carry out new investigations into Shawbrook's credit checks and affordability assessments at this stage of the complaints process. This would have to be raised with Shawbrook in the first instance. Shawbrook would need to investigate these matters first and if Ms N remains unhappy, a complaint could be referred to this service after the complaints process has been followed. Ms N has made a claim that she was sold the system on the basis it was self-funding, and this is what induced her into the contract. I have reviewed the available evidence and found that there isn't sufficient evidence of her claim. Consumers enter into contracts for many

reasons, and it isn't for me to ascertain their reasons. I can only make findings on the claims Ms N has made, and I've found that it's unlikely the system was sold to her in the way she says it was.

Ms N says she didn't receive a copy of the sales documentation and Shawbrook should prove that it was sent. As explained in my provisional decision, Shawbrook has told this service that the quote formed a central part of P's sales process. And given what I know about its sales process, I'm satisfied that it was likely referred to during the sales meeting and likely sent to her.

I understand the sections of the quote that Ms N has highlighted are for cash purchases, but the quote does specify these sections do not include finance charges. It is my understanding that P offered consumers the option to purchase these systems in cash, via point-of-sale loans or via other payment methods like credit cards. The quotation document includes sections for both cash purchases as well as finance – and this is clearly set out. I have to consider the quotation document as a whole. As I explained in my provisional decision, I think Ms N knew she was using finance to purchase the system, and the sections setting out the benefits in relation to the costs, including finance, showed the system would not be self-funding (which I've clearly set out in my provisional decision). And the sections for cash purchases only, explicitly said finance wasn't included. So overall, I don't think the quote is mis-leading.

Ms N feels I haven't investigated whether there has been a breach of contract but didn't specify what she means by this. From what I can see, P sold her a system which was installed correctly, and it performed broadly in line with the MCS certificate. So, it looks like she received the goods and service paid for and the system wasn't faulty.

However, I note in Ms N's impact statement she mentioned the first-year FIT payments didn't materialise and were guaranteed under the contract. Ms N didn't raise this in her original complaint, and, as I've explained before, I cannot carry out investigations into new claims at this stage of the process. So, if Ms N feels Shawbrook has breached the contract in some way, for example under the year one FIT guarantee, or any other specific terms, she needs to raise that with Shawbrook first. Shawbrook can then look into whether any specific terms of the contract have been breached, and, if needed, Ms N can refer the matter to us after the complaints process has been followed.

Ms N feels P's salesperson ought to have pointed out that she wouldn't benefit from the system if she were to move houses and it ought to have considered the possibility of consumers moving houses when considering the long term financial returns the systems can provide.

However, as I have already explained, in my view, it is clear that if a customer is moving houses, that they can no longer benefit from the system. The solar panels are installed in the original home, and they provide electricity that is to be used in that home. How would a consumer access and use electricity installed in another house? So, I don't think this is something that needs to be stressed on every sale – I think it's apparent. And the sales documentation sets out the estimates that the systems will provide over the lifetime of the system. P cannot know what consumers may or may not do in future unless consumers inform P of their plans during the sale. So, generally, it is up to consumers to consider their life circumstances and choices bearing in mind the information given to them about the solar panels and the benefit they provide over the lifetime of the system.

Finally, I have again thought about the personal circumstances regarding Ms N's former partner and her belief the salesperson ought to have given her details about this. However, as I have already explained, Shawbrook is only responsible for the misrepresentations and

breach of contract of P. And as I've stated above, I think Ms N has received the goods and service she has paid for, and I don't think there's been a misrepresentation here. The information Ms N was given about the solar panel system and the credit agreement was clear, fair and not misleading so I don't uphold Ms N's complaint. However, I understand Ms N has suffered through some extremely distressing circumstances and I'm very sorry for this. But I don't think this means the system was mis-represented to her or it was mis-sold to her.

Summary

Having again carefully considered the evidence provided by all parties, I'm satisfied that there were no untrue statements of fact made by P that induced Ms N to enter into the contract for the system.

However, Shawbrook did fail to deal with Ms N's complaint in a timely manner and also failed to confirm that it would not freeze interest on her loan account. So, it should pay Ms N compensation for the inconvenience and worry this caused.

Putting things right

- Pay Ms N £350 compensation for the inconvenience and worry caused.
- Ensure Ms N's credit file does not record any adverse information for missed payments during the period Shawbrook agreed to suspend payments.

My final decision

For the reasons explained, I uphold this complaint in part. Shawbrook Bank Limited should put things right in the way I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms N to accept or reject my decision before 17 November 2023.

Asma Begum
Ombudsman