

The complaint

Miss I complains that the double-glazing she paid for using a fixed sum loan provided by Specialist Lending Limited trading as Duologi hasn't been of satisfactory quality. She wants to be refunded the cost of the double-glazing.

What happened

Miss I engaged a window supplier to replace the glass in several of her windows (13 units in total). She says that she was assured by the supplier that only replacement glass was needed to remove the condensation, enhance soundproofing and energy effectiveness and that the frames were in good condition. The glass was replaced in January 2024, and Miss I signed a satisfaction note. Miss I then contacted the supplier saying the glass was faulty as there was condensation, draughts, and compromised soundproofing. Miss I says that the supplier was inconsistent in its communication and so she contacted Duologi but says it hasn't provided any meaningful resolution.

Miss I says that an inspection of the windows was carried out which suggested the frames might need to be replaced even though she had been told by the supplier they were in good condition. She was also told that the glass used isn't sound-proofed. Miss I says she wasn't given crucial information as part of the initial assessment by the supplier. Miss I says that it had been suggested that the issue with condensation was due to the house being cold but noted that this wasn't an issue on the glass that hadn't been replaced.

Duologi said that Miss I's loan was activated on 25 January 2024 and on 1 February 2024, Miss I contacted it to raise her concerns about condensation on the windows and a lack of assistance from the supplier. It said that an independent inspection was carried out which stated that the double glazing had been installed correctly and wasn't the cause of the condensation.

Our investigator didn't uphold Miss I's complaint. He noted that the inspection report carried out in July 2024, said the glass had been installed correctly and there were no faults found. He noted Miss I's comments that she was told the new glass could be put into the old frames but said there was no further evidence regarding these discussions. He noted the inspection report said that the new glass shouldn't have been put into old frames but said it didn't state that had this happened the condensation issue would be resolved. While he acknowledged Miss I's comments about not being provided with correct information, he said there was a lack of evidence of the sales process but said the evidence provided shows an order for replacement glass for 13 windows and this was supplied, and a satisfaction note signed.

Miss I didn't accept our investigator's view. She said that she researched double glazing installers before choosing the supplier she used as she was reassured by its offer of a free energy efficiency survey. She said when the supplier visited her house, she explained the issue with condensation and was recommended that 13 glass units be replaced. She said that she didn't request for just the glass to be replaced but this was the supplier's recommendation as it said her frames were in good condition. Following the installation the condensation issue remained. She said that the supplier didn't carry out the energy efficiency test and had it done so it would have concluded that changing the glass wouldn't

resolve the condensation issue without the replacement of the frames. Miss I said that had she been made aware of this she wouldn't have had the glass replaced.

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.

Miss I was supplied with 13 double glazing units which were installed in January 2024. She paid a £400 deposit and financed the remainder of the cost through a fixed sum loan agreement with Duologi. Miss I said that the windows installed weren't of satisfactory quality and raised a dispute with Duologi.

Under section 75 of the Consumer Credit Act 1974, (s.75), the borrower under a credit agreement has, in certain circumstances, an equal right to claim against the credit provider if there's either a breach of contract or misrepresentation by the supplier of goods or services.

Miss I says the double-glazing units she was supplied with weren't fit for purpose or of satisfactory quality and therefore there was a breach of contract. She has explained that she researched double glazing installers before choosing the supplier and when the supplier visited her house, she explained the issue with condensation and was recommended that 13 glass units be replaced. Unfortunately, there are no notes from the sales process and so I cannot say for certain what was discussed and what options were presented to Miss I. What is clear is that the work agreed was the installation of 13 double glazing units.

The double-glazing units were installed on 19 January and Miss I signed the satisfaction note. However, I accept that she did this shortly after installation and it is possible that issues would arise after. In this case, Miss I said she noticed problems the next day but was told to wait a couple of weeks which she did. She then reported the issue with the condensation.

Miss I said that the condensation meant the replacement glass wasn't fit for purpose. I have considered Miss I's comment and assessed whether the goods she acquired were of satisfactory quality at supply. Due to Miss I's concerns, an inspection was carried out in March 2024. This said the double-glazed units had been installed correctly and the units were known for their energy efficiency, but that condensation could occur under certain circumstances. It explained that condensation can occur when the indoor temperature is lower than the outside temperature. The initial report was limited, and a further inspection took place in July 2024. This report confirmed that the glass units installed were free from defect and that Miss I had been supplied with the goods purchased. Based on this I do not find I can say that the glass units Miss I was provided with were not of satisfactory quality.

The inspection carried out in July 2024, noted that the frames the new glass units were installed in were around 30 years old and in poor condition. It reported that the installation of new double-glazed units alone was unlikely to have any effect on an existing condensation problem. It also noted the gaskets were in poor condition, however I note that the supplier had offered to replace these if Miss I allowed it access to her property which I consider reasonable. Miss I has said that she wants this work undertaken and so I would encourage her to contact the supplier directly for this to be arranged.

I appreciate that Miss I has said that she wouldn't have agreed to the purchase of the glass units had she been given correct information about her frames, and said she was told they were in good condition. However, as I have nothing to show what options were provided to Miss I following the initial visit, and Miss I didn't have the frames replaced, I cannot say that the issue with these is the liability of Duologi.

I understand that Miss I wants a refund of the glass units she acquired but as these have been installed and the inspection reports state that they are free from faults and the glass provided was what Miss I had ordered, I do not find that I have enough to uphold this complaint.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss I to accept or reject my decision before 4 December 2024.

Jane Archer
Ombudsman