

## The complaint

Via a professional representative, Mr C has complained about Ikano Bank AB (publ)'s response to a claim he made under Section 75 ('s.75') of the Consumer Credit Act 1974 (the 'CCA').

## What happened

In March 2019, Mr C bought a solar panel system ('the system') from a company I'll call "I" using a 10-year fixed sum loan from Ikano.

In January 2024 Mr C complained to Ikano. He said that he was told by I that the 'feed in tariff' ('FIT') payments and electricity savings he would make would cover the cost of the loan repayments, however that hasn't happened, and he's suffered a financial loss. He also raised points around feeling pressured into agreeing and that he couldn't afford the loan.

Ikano responded to the complaint in its final response: it didn't agree that there had been any misrepresentation by I, or that the other concerns expressed had any merit, and so didn't uphold Mr C's complaint.

Unhappy with Ikano's response, Mr C referred his complaint to our service.

An investigator considered Mr C's complaint, and he ultimately thought that the evidence available at that time was insufficient to lead him to think that I had misrepresented the system to Mr C, and so he didn't think the complaint should be upheld. His reasoning was set out in some detail.

Ikano accepted the investigator's view. Mr C's representative didn't, but didn't explain why. So, the case was progressed to the next stage of our process, an Ombudsman's decision. After repeated chasing, Mr C's representative ultimately highlighted that the point of sale documentation didn't clearly set out the cost vs benefit of the system. And so the complaint should be upheld on that basis.

In February 2025 I issued a provisional decision, setting out why I was minded to uphold the complaint in part. I explained why I wasn't persuaded that there was sufficient evidence of a verbal misrepresentation having taken place that led Mr C to believe that the solar panel system would be self-funding. But that I did accept that Mr C would have relied on the documentary evidence from the sale about the returns he would get from the system. I also thought it likely, based on the submissions made by Mr C's representatives, and some limited documentary evidence, that the system had *not* delivered those benefits. I said that further evidence would be needed to determine the extent of Mr C's losses, and that if, in fact, he had received the financial benefits summarised in the sale documents, then no compensation would be payable.

Ikano responded to my provisional decision setting out in some detail why it believed that Mr C's system *had* delivered the financial benefits summarised in the sale documents, and therefore that he had not suffered a loss and the complaint should be rejected. Mr C's representative did not reply.

Following Ikano's response, I wrote to both parties summarising the situation and providing Mr C and his representative with additional time to submit evidence showing that Mr C had, in fact, experienced a financial loss as a result of written misrepresentations.

Mr C's representative did not reply.

### **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 have already explained in detail to the parties why I was prepared to accept that Mr C would have relied heavily on the documents from the point of sale. And why, with S.75 in mind, that written data could have constituted a misrepresentation that induced him to enter into the transaction with Ikano. The only unanswered question was the extent to which those documents had proved to be a misrepresentation in terms of the potential losses suffered by Mr C.

Mr C's representative has failed to respond either to my provisional decision, or my later communication and additional time to provide evidence.

It is my role to resolve disputes quickly and with the minimum formality. It is for Mr C and/or his representative to demonstrate that an act or omission by the respondent business (here, Ikano) has led to a loss on Mr C's part. Ultimately, it has failed to do so, and I therefore have no basis on which to uphold this complaint as explained in my provisional decision.

It therefore follows that I do not uphold this complaint.

### **My final decision**

For the reasons I've explained, I do not uphold this complaint and Ikano doesn't need to do anything.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 26 March 2025.

Siobhan McBride

**Ombudsman**