

The complaint

Mrs K has complained that Shawbrook Bank Limited “Shawbrook” rejected her claim against it under Section 75 of the Consumer Credit Act 1974.

The complaint is about a solar panel system “the system” that Mrs K bought. But the complaint has been brought on behalf of Mrs K by her representative (her son).

What happened

Mrs K bought a solar panel system (the system) for her home in 2017. The purchase was funded by a loan from Shawbrook, and that business is therefore liable for the misrepresentations and/or breach of contract of the supplier under the relevant legislation. I'll refer to the supplier as “P” throughout this decision.

In this case, Mrs K (through her representative), has made a number of allegations which have evolved during the complaints process. But essentially, it stems from the argument that the benefits associated with the system were misrepresented to her by P. Initially, she appears to have alleged that she was misled by P into believing that the panels would be self-funding, that it would pay for itself due to the income and savings generated. Her representative has also alleged that Mrs K didn't sign the quotation document or the express supply for services document and that she didn't get a cooling off period. He adds that Mrs K was vulnerable at the time of sale. Mrs K also doesn't recall entering a code required to sign the credit agreement. So, Mrs K's representative contacted Shawbrook to raise a Section 75 claim under the Consumer Credit Act 1974 (s.75).

Shawbrook looked into the claim and felt the quotation document made it clear that the system wouldn't be self-funding and also didn't agree that the documents were not signed by her. It explained that Mrs K did sign the satisfaction note by hand indicating she's happy with the installation and there was no evidence she hadn't signed the remaining documents or wasn't aware of the credit agreement. It also offered to examine the system if it wasn't working correctly. So, it didn't uphold Mrs K's claim.

Unhappy, Mrs K referred her complaint to this service. Mrs K's complaint was considered by one of our investigators. He didn't agree the complaint should be upheld and felt that Shawbrook offering to examine the system to ensure it was in working order was a fair way to move forward with the dispute and he didn't think Shawbrook needed to do anymore.

Mrs K's representative responded that his concerns are not associated with the solar panels and how they're working so an examination would not resolve the dispute. He felt the benefits in the quotation document were overstated, especially in relation to the gas savings, and therefore the system was misrepresented to her. He provided Feed in Tariff statements (FIT), and utility bills he could locate to support his claims.

These were reviewed by Shawbrook. Shawbrook commented that the gas savings estimates were based on the customers actual bills from the time of sale which is visible on the quote. Mrs K's representative pointed out that the bill showed that the supplier took a monthly average from the quarterly utility bill to provide the gas savings estimate. But he felt it should

have instead looked at the likely projected estimate on the gas bill given by the utility provider to produce a more accurate estimate of future gas savings. He reiterated that the savings (both gas and electric) had not materialised and were misrepresented to Mrs K.

Our investigator reviewed everything and didn't alter his view of the complaint. As the complaint couldn't be resolved it has been passed to me to make a decision.

On 16 July 2025, I issued a provisional decision explaining why I didn't intend to uphold the complaint. I invited both parties to make any final comments before I completed my review of the case. Mrs K responded (through her representative) and I'll address her concerns below. Shawbrook did not make any comments.

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:

Firstly, I'd like to reassure Mrs K that I have considered all her concerns carefully and looked at everything she has provided, but I will only be dealing with the most salient parts of this complaint in this decision as I'm required to decide matters quickly and with minimum formality.

It may also be helpful to explain that what I need to consider is whether Shawbrook – as a provider of financial services – has acted fairly and reasonably in the way it handled Mrs K's s.75 claim. But it's important to note Shawbrook isn't the supplier so I can't hold it responsible for everything that may have gone wrong with the supplier.

S.75 is a statutory protection that enables Mrs K to make a 'like claim' against Shawbrook for breach of contract or misrepresentation by a supplier because she used credit provided by Shawbrook to pay for the goods and services. There are certain conditions that need to be met for s.75 to apply. From what I've seen, those conditions have been met, and Shawbrook has also agreed that s.75 applies.

Having carefully considered everything provided, for broadly the same reasons as those explained by the investigator, I do not intend to uphold this complaint.

In order for me to uphold Mrs K's complaint and make a finding that Shawbrook has unfairly declined her s.75 claim, I'd need to be satisfied that P misrepresented the system to Mrs K, that she relied on the alleged misrepresentation and this caused her loss. And Shawbrook as the finance provider – was therefore liable to offer a remedy.

The Consumer Rights Act 2015 (CRA) is relevant to this complaint. The CRA implies terms into the contract that suppliers must perform the service with reasonable care and skill. The CRA also sets out what remedies are available to consumers if statutory rights under a goods or services contract are not met. So, I've also considered whether P has exercised reasonable care and skill when selling Mrs K the system.

Self-funding

I've looked at the sales documentation submitted by P, and any remaining evidence submitted by both parties. I'm satisfied that Mrs K was provided with the sales documents, as from what I know about how sales are usually made, the information is given to consumers during the sales process, I think, this would have been discussed and would've been part of the sales process. I understand Mr K's concerns around the signature on the document (which I'll address below), but these documents are subsequently emailed to consumers so if Mrs K hadn't seen them and didn't understand them, I would have expected her to have raised this at the time of sale, rather than many years later.

The quotation document sets out the estimated benefit the system will produce, and the estimated year 1 benefit is £891.01

Putting it all together

Total income & savings in year 1

£	891.01
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But Mrs K's credit agreement sets out that her monthly payment is around £104 per month. Without doing any complex calculations, I think it's apparent that 12 payments of around £100 are significantly more than £891.

Additionally, there are tables in the quotation document that compare the estimated monthly benefit with the estimated monthly cost over the loan term – (Mrs K's loan term being 15 years). This shows there is an average monthly deficit of £31.26 during the first year of the sale and the deficit continues for several years.

Average monthly repayment diff.
£-31.26
£-26.38
£-21.16
£-15.58
£-9.61
£-3.23

I would add that there's also a table that shows the estimated performance of the system over 25 years and this shows that the total amount repayable under the credit agreement won't likely be achieved until 14 years after the sale.

So, I'm satisfied that Mrs K was given the estimated first year benefit as well as the costs of the loan during the sales process. Overall, I think the documentation would have made it clear that the solar panels would not be self-funding in the way Mrs K now alleges, and the financial benefits received would not cover the cost of the loan.

So, I'm not satisfied the evidence supports the allegation that the system has been misrepresented in the way Mrs K is now alleging.

Signatures on the documents

Mrs K has alleged that she didn't sign the quotation document or the express supply for services document. Mrs K's representative has sent in Mrs K's official documents to show what her signatures look like. He's also said that she doesn't recall inputting any codes to sign the credit agreement.

It may be helpful to explain where there is a dispute like this, I have to make a decision on the balance of probabilities based on the available evidence and the wider circumstances and decide what I think is more likely.

My understanding is the quotation document and express supply for services documents are signed on an electronic device like a laptop or tablet – so they will naturally look different to a handwritten signature. Additionally, the quotation documents include Mrs K's actual gas and electricity bills which could only have been provided by her – which indicates she must've been present and involved in the sales process to some degree.

Mrs K also did sign the satisfaction note after installation – which indicates she was happy with the installation. She also seems to be aware of the credit agreement and made the payments due under it – and I don't think this is indicative of someone that wasn't aware of the loan agreement, didn't agree to take out the loan or someone who didn't agree to the installation.

While I've noted Mrs K's representatives' concerns, I don't think there's sufficient evidence that the sale/credit agreement was fraudulently processed. I think it's more likely that Mrs K was taken through the quotation document, and she did sign up to the credit agreement.

Cooling off period

Mrs K's representative says that Mrs K wasn't given a cooling off period as P has alleged she signed an express supply for services document which it can't now provide a copy of. P has provided a copy of an email it sent Mrs K giving her the date the installation would take place, and this informed her she could contact P to advise if she's not happy with the slot she was given. She's also signed the satisfaction note post installation to indicate she's happy with the installation. Shawbrook has also sent in a copy of a satisfaction survey Mrs K completed, several weeks after the installation, which again indicates she was happy with P and would be happy to recommend them to family and friends.

Given the time that's passed since the installation took place, I don't think it's unreasonable that all documents from the time of sale are unavailable such as the express supply for services document. Additionally, based on all the evidence provided by P and Shawbrook, it seems apparent that Mrs K was happy with the installation at the time of installation. She also seemed happy with the installation several weeks after the installation (when any cooling off period would have expired). It seems to me that Mrs K didn't seem to want to or try to cancel within any cooling off period. So, I don't think there's sufficient evidence here that P wrongly installed the system early or that this negatively affected Mrs K in any way.

The gas estimates quoted, and actual benefits achieved

Firstly, I'd like to clarify that in order for me to uphold Mrs K's complaint about the way in which the estimates were calculated, I would need supporting evidence that the way P estimated the savings fell below a reasonable standard that is usual in the industry – rather than an opinion that there was a more accurate way to calculate them.

It is very common with these types of sales for businesses like P, to look at consumers' most recent available bills and use them to work out estimated benefits – and my understanding is that the way P calculates them has been reviewed and accepted by industry bodies that it's a party to.

I've thought about Mrs K's representative concerns that P used a monthly average of the winter months (when usage is high) to then calculate the estimated gas savings. He feels that instead P ought to have used the utility providers projected costs for the year which would have shown a much lower monthly average and then used that to calculate the estimated benefits.

However, from the bill, it's not clear whether this projected cost is an annual cost, for the next quarter or the remaining year or for the remaining period that Mrs K was on this specific tariff. I can see the utility provider also provided her with estimated savings she could achieve if she switched tariffs.

As I've explained above, it's common for businesses such as P to use the actual bills from the previous quarter to carry out its assessment rather than projected spends provided by utility providers. There are various warnings given that the estimates are not guarantees and the quote provides context as to how actual benefits might be significantly different due to a multitude of factors.

So, while I've considered carefully Mrs K's concerns, I don't think there's sufficient evidence here that the manner in which P calculated these estimates fell below a reasonable standard. Although I do understand Mrs K's representatives' concerns, a s.75 claim is a limited one, and it only gives rise to bringing a claim against Shawbrook if there is a misrepresentation that induced a consumer and caused loss or a breach of contract that caused loss. Expecting a higher level of service than what's usually offered doesn't give rise to a successful claim under s.75.

As I've explained above, P didn't provide any guarantees that the estimates would be achieved. I would also add that Mrs K's representatives has compared her utility providers projections (pre-installation) with the following years bill rather than her actual bill from the year before – so I don't think this is sufficient evidence to show what (if any) gas savings she's achieved. So, I'm not satisfied that there's sufficient evidence here that the estimates weren't calculated exercising reasonable care and skill or that they haven't materialised.

I would add that gas savings were in relation to the optional extras included in the package. My understanding is that the costs Mrs K paid were for the solar panels themselves and the cost of the installation. The gas savings produced by the optional extras are usually provided for free. The solar panels themselves produce electricity and based on the recent FIT statements provided by Mrs K's representative, they appear to be working as expected and are producing energy within a 10% margin of error that is normally acceptable in the industry. Given the rise in utility costs, without the solar panels, I'm persuaded that Mrs K's electricity bills would have been significantly higher, so I think it's likely that she is making substantial savings due to them.

So, to me it looks like the system Mrs K actually paid for is working as designed, is producing energy in line with expectations and given the rising cost of utilities now, it is likely that the solar panels will provide Mrs K with substantial benefits going forward and have done so for many years now in relation to electricity benefit. In order for me to uphold Mrs K's claim regarding gas savings, and force Shawbrook to offer a remedy, it is not sufficient for me to be satisfied that the estimates were mis-leading. But she'd have to establish that the estimates in relation to the optional extras were misleading and induced her into entering into the contract. It seems like the system she paid for is functioning as its

meant to, and this is usually the main purpose and driving factor for the sale. I don't think I could safely conclude that Mrs K bought the system due to the estimates in relation to the free optional extras, rather than for the benefits associated with the solar panels themselves which Mrs K seems to be happy with.

I would add that I've thought about Mrs K's representative concerns regarding Mrs K's vulnerability. But I've seen nothing to suggest that she didn't have the capacity to understand the nature of the system, or the contract that she entered into or that Shawbrook was informed about this. So, I'm not persuaded that Shawbrook has done anything wrong here.

Summary

While I've thought carefully about Mrs K's concerns, I think the evidence suggests that it is unlikely there was a misrepresentation, and I don't think there's sufficient evidence that P hasn't exercised reasonable care and skill. I sympathise with Mrs K's representative's concerns, but as explained above s.75 protection is limited. Shawbrook is only liable to offer a remedy when there is an established misrepresentation that was relied on and caused loss or a breach of contract that caused loss corroborated with evidence. The supplier not meeting a consumer's expectations, or an opinion that P could have done things better, doesn't give rise to a successful claim. So, I don't think Shawbrook acted unfairly by declining this claim.

Further comments from Mrs K

Mrs K (through her representative) responded to my provisional findings making a number of comments. Her main points are set out below.

1. Compared to the pre-installation electricity cost in her quote and her post-installation electricity spend, Mrs K only saved £68 compared to a first-year estimate of £180 in the quote.
2. Mrs K has also said that as the savings from the optional extras made up such a significant proportion of the overall benefits, they would have been a reason why she bought the system, despite the fact that they were free. She also highlighted that the electricity savings from the solar panels were a minor contributor to the overall benefits associated with the system. So, the optional extras would have been a reason to purchase the system.
3. Mrs K has added Mr K had suffered a stroke and she was his carer, and she doesn't believe it's conceivable that P's representative didn't notice how vulnerable they were.
4. Using the most recent bill as a basis of calculating savings might have been common in the industry, but overly inflated the savings estimates.

Vulnerability

I'd like to clarify that the credit agreement is in Mrs K's sole name so while I've thought about her comments regarding vulnerability, I haven't seen anything that suggests Mrs K didn't have the capacity to enter into this contract. So, I am still not persuaded that Shawbrook was incorrect to offer her this credit agreement or P was wrong for selling the system to her.

Collection of data

Mr K says using the previous quarterly bill might be common in the industry, but she feels this over inflated the savings in this case and reiterated P ought to have used the annual estimate for the coming year.

As I've explained, Shawbrook is responsible for any misrepresentation, breaches of contract of P as well as the antecedent negotiations prior to concluding the contract.

But I'm afraid in order for me to compel Shawbrook to uphold this claim and order a remedy, it is not sufficient for there to have been better ways to calculate savings. But Mrs K would have to show that P didn't exercise reasonable care and skill when it calculated her savings. It is very common for installers to ask consumers to provide their bills and often consumers provide their most recent bill – and savings are worked out on that basis. The quote also makes it clear on what basis the savings are being worked out, and Mrs K would of course know it was based on her winter bill as she provided this to P. So I don't think there's enough here for me to safely conclude P hasn't exercised reasonable care and skill when collecting the data required to produce the estimates.

Using the most recent bill is common in the industry, and nothing suggests that P was obligated to use the full previous year's bills or to use future annual estimates provided by utility providers. So, I don't think this is sufficient to show that the manner in which P calculated the savings fell below a reasonable standard.

Savings estimates

I have again looked at the savings estimated, and the costing Mrs K has sent through, but I'm still not persuaded there is sufficient evidence here that the estimates were misleading. As I have explained, the estimates are just that, estimates and the quote explained that it is difficult to predict them with any certainty.

The quote shows that the first-year electricity savings was around, £180, the benefits associated with the optional extras were £609.12 and the Feed in Tariff (FIT) payments would be around £101.64. This led to a total year one benefit of £891.

Mrs K has pointed out that the quote shows a pre installation electricity spend of £79 a month, which was £948 a year. Her post installation electricity cost was £880 leading to an electricity saving of only £68.

But I've also looked at the other benefits stated in the quote and assessed them in the same manner Mrs K has assessed the electricity savings. Mrs K's pre installation gas cost is noted as £95 which is £1140 annually, and her first-year post installation gas spend was only £332. Which shows a saving of £808 between her pre installation gas cost and post installation cost.

I haven't seen what FIT payments Mrs K received for the first-year post installation. But her total savings on bills was £876 even without the FIT payments which isn't far off the estimate of £891.

So, I'm not persuaded that there's sufficient evidence that Mrs K hasn't benefited from the solar panels and the optional extras or that the manner in which the savings were estimated fell below a reasonable standard which is what is required to uphold a claim.

I appreciate the electricity savings is only £68 but the savings estimate for electricity was £180 according to the quote. The quote however does specify that

“Savings are dependent on individual circumstances and may be higher or lower than those stated above and are based on the manufacturer’s own figures.”

This is why the savings estimates are just that, they are estimates. They are impacted by how much energy the system produces (which in this case appears to be in line with the MCS estimate), how consumers use electricity produced (the quote assumes a usage of 75% of the energy produced in this case). This is usually tailored to what consumers tell P at the point of sale, for example I’ve seen quotes where P has assumed consumers will only use 50% of the energy produced, and savings are estimated on that basis. If Mrs K hasn’t used the electricity produced by the solar panels in line with the self-consumption rate, then more will be sent to the national grid – and she will need to buy more electricity from her utility provider – which in turn impacts the savings she’ll make on her utility bill. But she will receive payments from the FIT scheme for the energy sent to the national grid.

I would add that changes in life circumstances can also heavily impact how much electricity is used by consumer’s during the day and therefore how much they need to buy from their utility providers impacting savings and how much is sent to the national grid – which will impact what FIT payments are received.

Overall, while I have thoroughly reviewed this case again in its entirety, I’m not persuaded there is sufficient evidence in this case that demonstrates the estimates were unreasonably calculated by P. So, I don’t think Shawbrook’s decision to decline this claim was unfair.

I would reiterate that bearing in mind the system is producing energy in line with the MCS certificate, and with the rising cost of utilities since Mrs K bought the system, I’m not satisfied that she isn’t making savings on her electricity bills and is likely saving significant amounts now and will go on to do so for the lifetime of the system.

Finally, a concern I also have with this case is that it is not sufficient to show that any representations were inaccurate or misleading or not calculated reasonably. And I’m not persuaded that Mrs K has demonstrated this in this case in any event. But she would also have to show that such misleading statements had been relied on, and they induced her into entering the contract. Mrs K’s initial claim was that she bought the system because she thought it would be self-funding. When it was explained that the evidence didn’t support the allegation, the complaint became that she bought the system based on the savings related to the optional extras which she felt were misleading. I have to bear in mind that the system was installed in 2017, and Mrs K would have seen what benefits were being achieved within a few years but didn’t complain until many years later. And her claims as to what induced her into the contract has changed. So, I’m afraid I’m just not satisfied in this case that reliance has been established.

Summary

- I don’t think there’s sufficient evidence that P sold the system on the basis that it would be self-funding from the outset.
- I don’t think there’s sufficient evidence in this case that P hasn’t calculated the savings estimates exercising reasonable care and skill
- I think the evidence Mrs K has submitted shows she has actually made savings in relation to both her gas and electricity costs, and I don’t find there’s sufficient evidence of a misrepresentation.
- I think it’s more likely that due to the rising cost of utility bills, since her system is producing energy in line with MCS expectations, I think she is benefiting from them and making savings on her electricity bills and will continue to do so throughout the lifetime of the system. She’ll of course also receive payments from the FIT scheme.
- I’m not persuaded there is sufficient evidence that Mrs K was induced into the

contract due to savings estimates in relation to the optional extras

Overall, I would reiterate that I've considered everything Mrs K has said but this is an informal service, and I'm expected to deal with the complaint efficiently with minimum formality. So, I've only commented on the points that I find are key to this complaint. And while I appreciate Mrs K's strength of feeling that the estimates weren't calculated as accurately as they could have been, I don't think she's demonstrated that the service she received from P fell below a reasonable standard. And I don't think the evidence supports the allegation that the system benefits have been misrepresented to her. So, I don't think I can safely conclude that Shawbrook's response that there isn't sufficient evidence of a breach of contract of misrepresentation in this case is unreasonable.

Based on the above, I see no reason to depart from my findings as set out in my provisional decision. So, for the reasons explained, I do not uphold this complaint. I would point out that Mrs K doesn't have to accept this decision. She's free to pursue the complaint by more formal means such as through the courts.

My final decision

For the reasons I've explained, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 2 September 2025.

Asma Begum
Ombudsman