DRN-5564729

The complaint

Mr E has complained that Specialist Lending Limited, trading as Duologi "SLL" rejected his claim against it under Section 75 of the Consumer Credit Act 1974 (The Act).

What happened

Mr E bought a solar panel system, a battery and an inverter (the system) for his home which was installed in April 2023. The purchase was funded with a fixed sum loan agreement with SLL, and that business is therefore liable for the misrepresentations and/or breach of contract of the supplier (which I'll call C) under the relevant legislation.

The cash price of the system was £14,557 and including interest and charges, the total amount payable under the credit agreement was £22,581.84. The loan was payable in monthly instalments of just over £188 over a loan term of 10 years.

Following the installation, Mr E spent several months chasing C to provide a range of certificates/ insurance and warranties he says were offered under the contract. Due to the size of the system, Mr E says a G99 application needed to be made to the National Grid before the system could be connected to the national framework. In September 2023, before completing the necessary applications and providing Mr E with the certification, C became insolvent.

Mr E subsequently contacted SLL to make a claim for breach of contract and/or misrepresentation under Section 75 of the Consumer Credit Act 1974 (s.75). Mr E requested SLL's support in obtaining HIES certification, MCS certification and a completion of his G99 application to enable his system to be connected to the National Grid. He also says C had offered to guarantee the panels for 25 years. While the system had been installed, the lack of certification meant he couldn't apply for export benefit. So, Mr E also wanted SLL to offer him compensation for the financial loss he's suffered in being unable to receive export benefit from installation, until the matter was resolved.

SLL declined Mr E's claim on the basis he had received an insurance certificate providing a 10-year warranty, that he could apply for MCS certification himself, and it was unable to assist with getting his G99 application completed as this was a specialist matter. It also said there was no evidence the solar panels themselves were guaranteed for 25 years.

Unhappy, Mr E responded to SLL and referred the matter to this service. He said he'd already provided evidence of the 25-year guarantee offered, that while he didn't think he should have to as this was something C should have done, he had liaised with MCS but had been unable to obtain the certificate himself. He said while the G99 application was technical and specialist, this was something C had agreed to do, and he had submitted emails to SLL corroborating this. He also added that the insurance certificate received only covered the solar panel and battery and not the inverter.

Our investigator looked into things and felt there was evidence the system had been misrepresented to Mr E and therefore he should be able to reject the solar panels, receive a full refund of everything he'd paid and cancel any future payments. Mr E appears to have accepted this and asked for the matter to be resolved swiftly. He says he was moving for job opportunities and needed to sell his home but couldn't do so unless either the problems with the system were resolved or the system was removed in its entirety.

SLL didn't respond so the case was passed to me to make a decision.

On 23 July 2025, I wrote to both parties to explain why I was thinking about upholding the complaint. I invited both parties to make any final comments before I completed my review of the case. Mr E responded accepting the findings of my provisional decision. But SLL did not respond.

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:

I understand Mr E's loan account has been sold to another financial business, but our investigator has explained why SLL is still responsible for answering this complaint, as neither party has disputed this, I will not address that again in this decision.

Having carefully considered everything provided, I am currently minded to upholding this complaint. I'll explain why.

Firstly, I'd like to reassure Mr E and SLL, that I have considered all their concerns carefully, 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 be helpful to explain that I need to consider whether SLL – as a provider of financial services – has acted fairly and reasonably in the way it handled Mr E's claim. 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 SLL seems to agree that s.75 applies.

I've considered if there is persuasive evidence of a breach of contract or misrepresentation by C that means SLL should have offered a remedy when responding to Mr E's claim.

I understand there's been some discussion around whether the system has been misrepresented to Mr E given that he was told he'd receive a range of certification, guarantees and warranties that weren't delivered and his G99 application also wasn't completed. But I don't think this is a claim for misrepresentation. I think C failed to deliver what it had offered under the contract and therefore I have mainly focussed on his claim for breach of contract.

I think C had offered Mr E the certification, guarantees and warranties he's mentioned – as this is clearly laid out on the sales documentation he's submitted.

Mr E's offer letter says:

- 12 JA 405w High efficiency Panels.
- 1 x 5Kw Solis Hybrid Inverter.
- 1 x FoxESS LV 5.12KW Battery
- 1 x 1-ph generation meter 100A (1000 pulse KWh)
- 1 x PV on roof and hazard labels pack.
- All relevant cabling for the system.
- All relevant fixing and mounting materials.
- All Access Equipment including extra array of scaffolding
- HIES certification.
- MCS Certification.
- 10 year inverter Warranty /10 year Battery Warranty
- 25 years Panel Performance Warranty.

His order form says:

Here is a summary of your order:

- 12 x JA 405w Solar Panels.
- 1 x 5.12kw Fox Battery.
- 1 x Solis Inverter.
- All relevant cabling for the system.
- All relevant fixing and mounting materials.
- All Access Equipment.
- EPVS Certification.
- HIES Certification.
- MCS Certification.

While the documentation doesn't mention C will complete Mr E's application to the National Grid (his G99 application), he has submitted emails where C has said it had started the application process and was awaiting a reply from the National Grid – clearly indicating this was part of the service it had offered and expected to complete. It is also normal practice for suppliers to complete this application as it involves arranging the testing of the system to ensure it will not overload the National Grid – and this isn't something consumers can be expected to do. As stated by SLL, it is a technical process that only specialists can be expected to complete. So, I am satisfied that this was part of the service offered in the contract, even if it isn't written down.

Mr E says that he didn't receive HIES certification, MCS certification, the 25-year panel performance warranty and his system is still not connected to the National Grid as his application wasn't completed by C before it became insolvent.

So, I think Mr E has established that there has been a breach of contract on the part of C, and SLL, as the finance provider is liable to put this right.

SLL has said Mr E ought to be able to contact HIES and MCS to retrieve his own certification and it hasn't seen sufficient evidence of the 25-year panel performance warranty. It also said it is unable to complete the G99 application for him as it's a technical and specialist issue.

I appreciate SLL is a finance provider and not a solar panel system installer – but under the Act, Mr E is able to make a "like claim" against SLL for a breach of contract on the part of C. And SLL is expected to put matters right irrespective of its lack of specialty and it hasn't *done so. So, I don't think SLL's response to Mr E's claim was reasonable, and I intend to uphold his complaint.*

I now move on to the best way to put matters right. Initially Mr E wanted SLL to help him achieve the certification needed to apply for export benefit and its help in connecting his system to the National Grid. He also wanted SLL to help him retrieve the guarantees and warranties offered under the contract. Usually, this would be the remedy recommended in the first instance, for SLL to arrange for another installer to check the system has been installed correctly, to register the system for the appropriate certification and complete its application to the National Grid. But I don't know if this is now possible/practical given how long ago the system was installed, that the documents MCS needed doesn't seem to be available. It may also prove difficult to locate installers that have the ability to deal with large size systems that need to go through the G99 application process – or if an application that has been started by another installer can be picked up by a new one (who didn't actually install the system). SLL has also been given the opportunity to try to resolve this matter and offer such a remedy but stated it is unable to help with this matter.

So, in order to bring matters to a resolution, like our investigator recommended, I think in this case, it's fair for Mr E now to reject this system and receive a full refund of everything he has paid and a cancellation of any payments going forward. I understand Mr E had initially requested compensation for not being able to apply for export benefit but given he is now requesting the removal of the system, I don't think he is entitled to both the benefit and a removal so I will not recommend any compensation for the loss of export benefit. I would add that I understand Mr E has made considerable efforts in trying to put matters right but compensation for distress and inconvenience is not usually recoverable with this type of claim.

Finally, usually SLL would be required to arrange the removal of the solar panel system at no cost to Mr E. But given the length of time this claim has been outstanding, and that SLL hasn't offered a remedy, despite there being clear evidence of a breach of contract, Mr E has asked if he is able to arrange the removal and disposal of the system and for SLL to cover the cost of this. I am inclined to agree to Mr E's request, as he has had to wait a considerable amount of time for SLL to try and put matters right. Given the circumstances of this case, I don't think the request is unreasonable. If SLL would like to arrange this itself, and can assure this will be done promptly, then it can request this in response to my provisional decision by the deadline set out below.

Overall, I'm satisfied that there has been a breach of contract on the part of C and SLL is now responsible to remedy that. So, I intend to order SLL to cover the cost of removal and disposal of the system, to refund Mr E everything he has paid for the system and to cancel any future payments.

If either party does not agree to this, they should explain why and how they would like to put matters right in response to my provisional decision, within the deadline set out below.

Putting things right

- *Mr E should arrange for the removal and disposal of the solar panel system and send SLL an invoice. On receipt of that invoice, SLL should refund to Mr E the amount he pays, and add 8% interest from the date he makes the payment until the date of settlement.*

- *SLL should arrange for Mr E to receive a refund of any payments made towards this loan account. It should add simple interest of 8% from the date of each payment made until Mr E receives his refund.*

- *SLL should arrange for the cancellation of Mr E's credit agreement. I understand Mr E's loan is with a different business now, but SLL should liaise with that business to ensure the loan is cancelled and Mr E is not pursued for payment of any further amounts.*

Final review

As neither party has made any comments or submitted any further evidence, I see no reason to depart from my findings as set out in my provisional decisions. For the reasons explained above, I'm still satisfied that there has been a breach of contract on the part of C and SLL is now responsible to remedy that. I don't think SLL's response to Mr E's claim was reasonable. So, I think SLL should put things right by covering the cost of removal and disposal of the system, to refund Mr E everything he has paid for the system and to cancel any future payments.

Putting things right

- Mr E should arrange for the removal and disposal of the solar panel system and send SLL an invoice. On receipt of that invoice, SLL must refund to Mr E the amount he pays and add 8% interest from the date he makes the payment until the date of settlement.

- SLL must arrange for Mr E to receive a refund of any payments made towards this loan account. It must add simple interest of 8% from the date of each payment made until Mr E receives his refund.

- SLL must arrange for the cancellation of Mr E's credit agreement. I understand Mr E's loan is with a different business now, but SLL must liaise with that business to ensure the loan is cancelled and Mr E is not pursued for payment of any further amounts.

My final decision

For the reasons I've explained, I uphold this complaint. Specialist Lending Limited, trading as Duologi must put things right in the way I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 8 September 2025.

Asma Begum
Ombudsman