

The complaint

Mr N is unhappy with the outcome of claims he made to Omni Capital Retail Finance Limited ("Omni") regarding the installation of windows in his property.

What happened

Mr N entered a contract with a company I'll call 'S' in 2022 for windows to be installed in his property. He took out a fixed sum loan agreement with Omni to pay for these works.

There were several problems with the installation which included the following:

- Incorrect soffit and fascia installed.
- Multiple fanlights grinding as they needed reducing in width by 3mm.
- All sashes needed to be remade and refitted.
- Incorrect parts ordered that needed re-ordering and re-fitting.

S attended to some of these issues but went into administration in 2023. So, Mr N asked Omni for help in trying to resolve his dispute. Omni arranged for a company I'll 'C' in 2024 to try to remedy the outstanding problems, which were:

- Fix door lock back and polish off rust to door furniture.
- Re-toe and heel side openers.
- Re-point horns to sill.
- Replace five fanlight sashes and glass.
- Replace a cracked unit in the kitchen.

C then went back to Mr N's property a few months later as Mr N said there were still issues. He said draughts were coming through the trickle vents and there was noise coming through the windows which wasn't the case with his previous windows. Mr N said the transoms were moving and C didn't offer a remedy for this. And he said overall the quality of the windows were substandard. C said there was nothing further they could do.

Omni looked at Mr N's claims on several different occasions between 2023 and 2024. In the main, they said that S had agreed to remedy the problems and that it was fair for them to do that. They also said it was reasonable for further remedial works to be attempted after S went into administration.

As it stands, Omni feels there is insufficient evidence to show there are still faults with the

windows or its installation that require remedying. So, they haven't proposed to do anything further. Omni did at one point pay Mr N £100 for inconvenience he'd been caused by them delaying the attempted remediation of the faults.

Mr N remains unhappy with the installation and says there are still unresolved issues. He is also unhappy that Omni failed to continue to defer collecting payments from him under the loan agreement until the works had been satisfactorily completed, which has left adverse information on his credit file.

Our investigator felt there wasn't enough evidence to show there were outstanding faults with the windows or the installation of the windows that needed remedying. And she felt Omni hadn't acted unfairly in how they'd treated Mr N's requests for payment deferrals. So, she didn't uphold the complaint.

Mr N disagreed and so his complaint has been passed to me to decide.

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.

Firstly, I'm very aware that I've summarised what the parties have said and provided in far less detail. No discourtesy is intended by me in taking this approach. Instead, I've focussed on what I think are the key issues here. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I'm satisfied I don't need to comment on every individual event or argument to be able to reach what I think is a fair outcome.

I'm sorry to hear that Mr N is unhappy with the window installation he paid for. However, it's important to note that my decision here is about the actions of Omni – and what it should fairly have done for him in its position as a provider of financial services. In looking at how it handled the claims Mr N brought to it, I consider the information reasonably available to it at the time, along with the relevant consumer protections available, namely Section 75 of the Consumer Credit Act 1974 ("Section 75").

Section 75 in certain circumstances allows Mr N to hold Omni liable for a 'like claim' for breach of contract or misrepresentation in respect of an agreement by a supplier of goods or services which is funded by the fixed sum loan.

There are certain requirements that need to be met for Section 75 to apply – which relate to things like the cash price of the goods or services or the parties to the agreement. After considering these factors, I think the requirements are in place for Mr N to have a valid Section 75 claim against Omni. So, I've gone on to consider if there is persuasive evidence of a breach of contract or misrepresentation that would reasonably have been available to Omni at the time it considered the claims,

The Consumer Rights Act 2015 ("CRA") is of relevance to Mr N's complaint. This says that under a contract to supply a service there is an implied term that the service will be carried out with reasonable care and skill. This isn't precisely defined but is usually taken to mean the level of skill and care that would be expected in that particular industry.

Furthermore, in respect of any goods, there's an implied term that the quality of the goods is satisfactory. The CRA says the quality of goods are satisfactory if they meet the standard that a reasonable person would consider satisfactory, taking into account any description of the goods, the price and all other relevant circumstances.

The starting point generally for cases like this is to look at what the supplier (here, S) contractually agreed to provide to Mr N (with his agreement). I haven't seen a copy of the contract between S and Mr N and the schedule of works, which mainly is because S ceased trading in 2023. It seems also that Mr N no longer has a copy of these documents. That does mean that I'm unable to be certain what was agreed between the parties contractually. However, there seems no dispute that the contract was for S to provide and install windows in Mr N's property. Neither Omni nor Mr N has disputed this from what I can tell. So, I've assessed this case, and Omni's part in it, on that basis.

In my view, there have been several issues with the installation of the windows. I've listed these in the background section of my decision. These aren't issues that I think a reasonable person would expect to accept. It's my view that Omni accepts this as well, as they have liaised with S and then with other contractors over the course of around two years to try to remedy these problems.

I've noted that Mr N has said at various times that he either expects Omni to significantly reduce the amount he owes them under the fixed sum loan agreement because of the problems he's encountered, or to agree that replacement windows are provided and fitted. I agree with Mr N that he gave S a chance to rectify the initial faults and that either those faults then remained or further faults arose. However, I have to balance this with the fact that the windows are now in place, as originally agreed under the contract. Also, I've not seen sufficient evidence that there are still faults with either the windows or the installation of the windows that still need rectifying.

I say this having paid particular regard to C's most recent visit to Mr N's property, where they mentioned that Mr N was unhappy that the trickle vents were allowing draughts to enter the property and that he was unhappy with the noise that was coming through the windows. I'm not an expert on window installations but from the (albeit limited) research I've done, it seems that it's known that trickle vents can cause draughts and that this can be more noticeable in cooler or colder weather. So, I don't think I have enough to say that this is because of a fault or because the installation is still incomplete. I also haven't seen persuasive evidence that sets out a contrary position on this.

I of course completely accept that there were major issues with the installation of the windows. But Omni did try to resolve matters by arranging for these issues to be rectified (or at least, for this to have been attempted). As I've not seen sufficient evidence that any issues remain, I haven't been persuaded that Omni needs to do anything further about this which would include, for example, agreeing for replacement windows to be installed. Nor have I seen sufficient evidence that the quality of goods is substandard. I appreciate Mr N feels differently about this. But things like noise penetration aren't necessarily indicators that the product is poor or faulty. And I've not seen much evidence to suggest the products were either of these things.

I've also considered how Mr N's credit file has been affected by Omni. From what I can see, Omni agreed to defer taking payments from Mr N while the dispute with the installation was ongoing. However, they then decided to take payments once they'd received the most recent comments from C that there wasn't anything further they could do. So, I think Omni were entitled to then ask Mr N to start making payments at that time. I appreciate why Mr N feels otherwise, but overall, I don't think Omni were wrong to take that view as they hadn't been provided with enough in my view to show there were still issues that needed rectifying.

Having carefully considered all the evidence, I haven't found that Omni dealt with Mr N's Section 75 claim unfairly and unreasonably or that they acted unfairly in asking him to make payments under the loan agreement when they did. Omni paid Mr N £100 for their delays in arranging for remedial work to be carried out, and I think that was a reasonable offer to

make. Omni isn't though liable to pay compensation for the supplier's breach of contract as such matters generally don't fall within can be considered under a Section 75 claim.

So, while I realise this will disappoint Mr N, I won't be upholding his complaint.

I would just end by saying that my role here is an informal one. Mr N is free to reject my decision and pursue the matter in court if he wishes.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 3 October 2025.

Daniel Picken
Ombudsman