

The complaint

Mr B complains about the outcome of a claim he made to Allium Money Limited (“Allium”) in relation to a conservatory installation.

What happened

The background to this complaint is well-known to Mr B and Allium, so I will only briefly summarise the main points.

In November 2022, Mr B entered a contract with a company I’ll call “W” for the supply and installation of a conservatory, which cost £33,039. Mr B paid a deposit of £1,000 and paid for the rest using a fixed sum loan agreement with Allium.

Mr B then experienced several major issues with the installation because of poor works carried out by W, the majority of which were only fully remedied in late 2024. However, the flooring in Mr B’s property suffered water damage, and this has yet to be repaired.

Mr B put in a claim to Allium who agreed there were additional works required but said that W were still in the process of arranging this to be carried out. Mr B had by this time arranged for an independent inspection of the damage to the flooring, The report set out the cost to remedy this was just over £6,000. Allium referred this to W who told them that Mr B would receive betterment if the works in that report were carried out, because the flooring would effectively be replaced as new, which wasn’t appropriate as the flooring had been in place for some time prior to the conservatory being built.

Allium then arranged for an independent report and subsequently said they would offer Mr B £2,086.33 which represented 50% of the costs quoted in that report.

One of our investigators looked into what happened. He felt the independent report arranged by Allium lacked detail and that the report that Mr B had arranged gave a much better understanding of the situation and clearly explained why Mr B’s flooring should be fully replaced. He then said the fairest way to resolve the complaint was for Allium to:

- Pay Mr B the estimated cost of the remedial work set out in the independent report he’d arranged. This was £6,003.43.
- Reduce this by £210.60 to take into account that the floor should be replaced with equivalent materials, not better ones.
- Reduce this by a further £100.26 to take into account that Mr B’s flooring had already depreciated in lifespan by three years out of an estimated 30 years.
- Pay Mr B £400 for the way they’d handled the dispute.

Both parties agreed to this resolution. Mr B asked for the money to be paid directly to him now as the person who arranged the independent report for them was likely to be unavailable until the new year. Mr B also mentioned he was getting married and didn’t want to add any more stress at this time.

Allium didn’t agree they should pay the money now, and said they would do so on

completion of the works.

As the matter remains unresolved, Mr B's complaint has been passed to me for a decision.

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'm very aware I've summarised the events of this complaint in much less detail than what has been submitted by Mr B and Allium. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I'm required to decide cases quickly and with minimum formality, I want to assure Mr B and Allium though that I've considered everything they've provided to us. If I don't comment on something specific, it's not because I haven't considered it. It's because I've focused on what I think is key to resolving this dispute.

Section 75A of the Consumer Credit Act 1974 (s75A) is relevant law for me to consider in relation to this complaint. In effect, this sets out that Mr B can bring a like claim for breach of contract to Allium as he could against W. This complaint relates to a breach of contract claim as Mr B says that W didn't properly instal the conservatory which led to, amongst other things, the flooring of his property suffering water damage. One of the provisions of s75A is that Mr B can pursue his claim against Allium if he's taken '*reasonable steps to pursue his claim against the supplier but has not obtained satisfaction for his claim*'. It's clear to me that Mr B did take such measures against W and I note Allium hasn't sought to say otherwise.

The Consumer Rights Act 2015 is also relevant to this complaint. This sets out that services, such as the one W provided in installing the conservatory, need to be carried out with 'reasonable care and skill'. There appears no dispute though that this didn't happen.

I'm aware that Mr B has experienced several problems with the installation of the conservatory. I don't wish to downplay this or the stress this caused Mr B, but I have decided to focus on the remaining aspect of this dispute that is still unresolved, which is how to remedy the water damage caused to Mr B's flooring as a result of the poor works carried out by W. I have decided to do this knowing that Mr B was waited a very long time for this matter to be resolved and I'm keen for this to now happen.

Mr B and Allium agree with the remedy proposed by our investigator which I have set out above. The only thing that remains in dispute is that Allium don't think they should pay the amount suggested to remedy the damage to the flooring upfront.

I agree with Allium that normally it would be reasonable to say they should pay this upon completion of the works. But Mr B has put up with this situation for long enough in my view and he has provided a reasonable explanation on why having the payment now is appropriate, as he doesn't want to add more stress when there is no guarantee of when the works will be completed and taking into account that he will shortly be getting married.

I think in this unique situation, it would be reasonable for Allium to pay Mr B what was agreed now, rather than on completion of the works. Mr B will though need to be aware that he won't be able to make a subsequent claim for money under this complaint to Allium, if he were to accept this as a resolution to his complaint. I would stress that my decision is 'final' and that, if Mr B accepts this, there is no recourse for me or anyone else at our service to reinvestigate the complaint.

Putting things right

With the above in mind, Allium should do the following without delay:

- Pay Mr B the estimated cost of the remedial work set out in the independent report he arranged. This was £6,003.43.
- Reduce this by £210.60 to take into account that the floor should be replaced with equivalent materials, not better ones.
- Reduce this by a further £100.26 to take into account that Mr B's flooring had already depreciated in lifespan by three years out of an estimated 30 years.
- Pay Mr B £400 for the way they handled the dispute.

My final decision

For the reasons I've given above, I uphold this complaint and direct Allium Money Limited to do what I've set out in the 'putting things right' section of my decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 30 September 2025.

Daniel Picken
Ombudsman