

The complaint

Mr R complained about the way Clydesdale Financial Services Limited trading as Barclays Partner Finance (BPF) dealt with a claim for money for goods and services that he bought using a fixed sum loan agreement.

What happened

The events surrounding this complaint are well known to both parties, so I'll only summarise what happened briefly here. In September 2021 Mr R purchased goods and services for the installation of a bathroom for around £5,800 through a supplier I'll call W. He paid around £5,200 using a fixed sum loan agreement with BPF. He was due to make 48 monthly repayments of around £132. He also made a deposit payment using a separate credit card.

Mr R also purchased further goods from W in January 2022 and paid its installer a separate amount in March 2022.

The bathroom installation took place in March 2022. Unfortunately, there were issues with the installation of the bathroom. Mr R complained to W about its chosen installer, and he said that W acknowledged the poor workmanship and said it would send a new installer. However, Mr R said W didn't do this and told him that it would settle the poor workmanship financially but didn't give him details of the financial redress. Mr R said W referred him to the Furniture and Home Improvement Ombudsman (FHIO).

The FHIO considered Mr R's claim against W and made recommendations for remedial work and an award for compensation of £400 in November 2022. This covered:

- White sealant used instead of using grouting which is of poor quality/workmanship
- Top row of tiles on adjacent walls do not meet corner in the shower, poorly installed, coving doesn't meet each other correctly
- Damaged coving
- Tiles have been placed over the top of the bottom bridge of coving
- Sink is not level
- Coving is missing from a certain part of the bathroom
- Protruding tiles
- Poorly cut tiles, where the grouting and tiles are not even to others
- Damaged door frame
- Poor finish on the tiles
- Damaged tiles
- Doors do not close flush
- Metal trim poorly cut or poorly installed
- Damage on the walls
- Hole in wall
- Bathroom has not been cleaned post installation
- Flooring sealant is peeling
- Waste pipe has not been covered
- Bathtub walls missing

Mr R informed the FHIO that W said it would settle the matter financially. W told the FHIO that it would pay £600 for Mr R to get the remedial work done independently. Mr R said he was unhappy with this amount and said it was nonspecific and said it was a meaningless and derisory arbitrary figure.

Mr R made a claim under Section 75 of the Consumer Credit Act 1974 (Section 75) to BPF in July 2024. BPF contacted W and it said that it agreed to the FHIO's findings or pay £600 for the work to be carried out independently. It said that W closed Mr R's claim as it didn't hear from him but was willing to assist further. BPF considered the options available to Mr R's claim to be fair and said that he would need to contact W. It said if there were any future issues it could contact it. It reiterated its position in a complaint about the Section 75 claim and said that it couldn't influence the FHIO's position on compensation.

Mr R referred his complaint to the Financial Ombudsman. He said he was unhappy with the recommendations from the FHIO and unhappy with the amount offered by W for remedial works. He detailed issues he experienced with the installation and the installer's actions and said he had consequential losses. In addition to the issues that were addressed by the FHIO, Mr R also explained these included, in summary:

- He was meant to get a refund for the installation and cost of a toilet.
- He was due a refund of the bathroom shelving that was taken by the installer and not replaced.
- He had damage to his lounge ceiling.
- The installer had caused problems with the boiler and he had to get a pump replaced, and there was damage to his airing cupboard where the boiler was located.
- Damage to his home in various rooms by the installer and debris left which caused safety concerns, which he had to clean up.

Our Investigator considered the complaint. She clarified that this service could consider BPF's handling of the Section 75 claim, even though the FHIO made recommendations to W. She agreed a breach of contract happened but thought BPF acted fairly in agreeing with W's offer of remedial work or £600 to have the work done.

Mr R didn't agree, he wanted a full refund as he didn't agree with W's offer of £600 for poor workmanship. He also wanted to be reimbursed for the consequential losses he incurred due to the actions of W's installer and the damage caused to his home. He said that he was yet to receive the compensation awarded by the FHIO for the delay, disruption and inconvenience.

As the matter remains unresolved it's 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 want to acknowledge that I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I want to assure Mr R and BPF that I've reviewed everything on file. And if I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

When considering what is, in my opinion, fair and reasonable, I take into account

relevant law and regulations; regulator's rules including the Consumer Duty, guidance and standards; codes of practice; and what I believe to have been good industry practice at the relevant time. Where evidence is incomplete, inconsistent or contradictory, I reach my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence and wider circumstances.

Mr R paid for most of the bathroom and installation using a fixed sum loan agreement. This is a regulated consumer credit agreement, and our service is able to consider complaints relating to this sort of agreement.

Section 75 makes BPF responsible for a breach of contract or misrepresentation by W, under certain conditions. In Mr R's case, I think the necessary agreement between the parties exists and the claim is within the relevant financial limits.

The Consumer Rights Act 2015 (CRA) is also relevant to this complaint. The CRA implies terms into the contract that traders must perform the service with reasonable care and skill. The CRA also sets out what remedies are available where services aren't performed with reasonable care and skill, including a repeat performance or price reduction.

Mr R has provided a detailed account of his complaint to this service and information to support his claim and said he provided the same to BPF as part of his claim. I've noted Mr R's strength of feeling about the problems he encountered with the bathroom installation and subsequent fittings, I'm sorry to hear about his experience and that he didn't get what he expected.

It's important to note that I'm not considering a complaint against W. I'm considering a complaint against BPF, and I'm looking at how it responded based on the evidence presented. So, I have to consider BPF's obligations as a provider of financial services – in this case its liability for breach of contract or misrepresentation under Section 75.

I have noted Mr R's concerns about the outcome of the FHIO's review. While I appreciate that Mr R has escalated his dissatisfaction about the FHIO, I must make clear that I can't comment on the FHIO's decision itself. However, I must take account of the information from that outcome when considering the remedies already provided by the FHIO, as it is relevant to the assessment of Mr R's like claim under Section 75 against BPF. Additionally, neither myself or BPF are experts in bathroom supply and fitting so I think it's reasonable to rely on the FHIO's findings as the expert in these matters.

Mr R has mentioned that the wording on W's website about the installation and said he was misled into the contract based on the description of the services for the bathroom installation. He said he wouldn't have bought the goods if he had known the installation would have been poor and not as described by W. However, I think this would then be more of an issue of carrying out the services with reasonable care and skill under the CRA rather than a case of the service itself being misrepresented. I think this falls under a claim for a breach of contract more than a misrepresentation, so I've focused my decision on this.

I don't think there's a dispute that there is a breach of contract given the FHIO and W accepted that remedial works are needed for some of the work to the bathroom installation and damage caused to Mr R's home. However, I'm considering this in regard to the goods and supply in respect of the credit used from the fixed sum loan agreement. The additional payment Mr R paid for services - separate to the bathroom installation wouldn't fall under this claim or complaint and if Mr R has issues with the services he paid for in March 2022, that I can see was paid using another credit card, he would need to raise a claim or complain separately about this.

Mr R has said W didn't offer an explanation why it decided to offer £600 for remedial work independently. He said both the FHIO and BPF failed to challenge W on this figure. But I can't see that Mr R has provided evidence to show why W's offer wasn't a fair way to pay for independent remedial works. I can see Mr R has provided a third party opinion on what is required to fix the tiling issues Mr R reported and what in their opinion is required to do to put things right. But this doesn't give an amount to fix the problems either.

When BPF was informed of the issues Mr R experienced it contacted W. It was told W was willing to comply with the recommendations made by the FHIO for the bathroom. BPF said it thought this was a reasonable outcome. While I appreciate Mr R had also provided extensive information, I don't think BPF was unreasonable in concluding the steps W was intending to take were fair based on what it had been told. I say this because all parties agreed there were problems with the bathroom, W had said it was willing to work to resolve the problems, so in line with the CRA Mr R was provided a remedy of a repeat performance or alternatively a price reduction. As Mr R didn't want to go ahead with either of these, I don't think it's unreasonable that BPF didn't offer a further price reduction or that it needed to do anything more to resolve the claim without evidence to show what was offered wasn't enough. Additionally, I think it handled the claim within a reasonable period of time so I'm not persuaded that BPF should pay any compensation for any delays in handling the claim.

I've also noted that Mr R has claimed for additional damage to his home, such as problems caused to his boiler, a refund of the toilet and the installation for this and missing shelving. He has said he submitted the information he sent our service to BPF, and I can see Mr R has provided a detailed account of his complaint about W and the actions of the installer and he provided evidence of the payment he made for replacement shelves and boiler cover. However, I can't see that he provided evidence to demonstrate these costs were incurred as a result of the installer's action or evidence to support that BPF could be held liable for the cost under a Section 75 claim for a breach of contract.

Additionally, I've also considered that Mr R has provided a redacted email which states at the end that W would refund the cost of the toilet and the installation cost for this. I appreciate Mr R has provided this to demonstrate that he was promised this by W and to show that he hasn't received this. It's unclear on what basis W offered the refund. I've considered if BPF should have paid this, but as it's not clear from the evidence I have available if it was as a result of a breach of contract with the installation of the goods, I don't think BPF were required to do anything more for the points above.

Mr R has also claimed for damages to his home and wants more than the amount the FHIO awarded compensation for the "delay, disruption and inconvenience". Generally, compensation for distress and inconvenience caused by W isn't recoverable for a claim under a breach of contract against BPF and is limited. Courts do consider what's known as general damages. There may be some awards in building cases where there's been a breach of contract which caused the claimant physical distress or discomfort where this can be made, but they tend to be modest. I appreciate Mr R has dealt with a number of issues as a result of W's appointed installer, it's not clear the nature of the issues has caused significant physical inconvenience or discomfort. I also haven't seen enough to say that BPF should pay compensation for physical distress that may be awarded in claims such as this one.

It's been some time since Mr R complained about the installation work and the FHIO gave its recommendations in November 2022. More time has passed since then and I can't see that Mr R has provided evidence to support why the options offered don't remedy the issues with the installation, or why the compensation he has already been offered doesn't meet the requirements for a price reduction or a repeat performance as detailed in the CRA. Additionally, I haven't seen enough to say that the consequential losses arose from the

services Mr R was provided. I'm not saying things didn't go wrong but I don't think there is sufficient evidence to show that BPF was required to do more in respect of Mr R's claim under Section 75.

I know Mr R will be disappointed by my decision, however based on the evidence presented I won't be directing BPF to refund Mr R the full cost of the goods or services or pay him any compensation.

As detailed in BPF's claim response, Mr R may wish to contact W if he wants to proceed with the offer it made and if there are any further issues he could then contact BPF. I should also point out that Mr R doesn't have to accept this decision. He can pursue the matter by more formal means such as through the courts.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 11 December 2025.

Amina Rashid
Ombudsman