

## **The complaint**

Miss C complains that Propensio Finance Limited (Propensio) has treated her unfairly regarding a complaint raised about windows of poor quality and fitting.

## **What happened**

In April 2024, Miss C arranged to have nine windows installed at her property by a company who I'll call A. The windows came with a 10-year guarantee and cost £5,250 in total. £1,050 was paid as a deposit and Miss C took out a fixed sum loan agreement with Propensia for the remaining £4,200 balance. The fixed sum loan agreement had a duration of 120 months, with monthly repayments of £65.23. Miss C started making the monthly repayments to Propensia in May 2024. The agreement was arranged through a broker who I'll call K.

In November 2024, Miss C raised a complaint to Propensia about the windows. She said she had tried to contact A regarding poor quality fitting of the windows, a broken glass, water ingress, steamed windows and issues with the sealing, however she had been made aware that A has stopped trading. She was asking for a refund of the payments made towards the windows.

Propensia was not able to respond to the complaint in full as it was waiting for K to conclude its investigation into the issues. This means that some of the developments on this complaint have occurred whilst it was with us.

Our investigator reviewed what has happened and said she thought Propensia could be held liable for the condition of the windows through Section 75 of the Consumer Credit Act 1974 (Section 75). As the windows were clearly not of satisfactory quality, Miss C was entitled to repairs which K has agreed to do at no further cost to Miss C and this is a reasonable resolution. Our investigator did not agree that Miss C should be refunded for the payments she has made so far as she is liable to make payments towards her loan agreement despite her Section 75 claim. Our investigator didn't find that Propensia had treated Miss C unfairly as a result.

Miss C disagreed with this outcome and asked for an Ombudsman to consider her complaint. She said she has paid for poorly fitted windows for a year and this is wasted money. She claims it is disrespectful to expect that because she is to receive new windows from K, she should settle her case as she has had to live with her children in substandard conditions due to poor installation done by A. Miss C said she is asking for her payments to Propensia to be returned to her and she will pay again once her new windows have been installed. So, the complaint has now 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.

I would like to start by saying that I have provided a brief summary of the events that occurred above. I intend no discourtesy by this and can assure both parties that I have taken

all the information provided into consideration when reaching a decision on this complaint.

In this decision, I'll concentrate my comments on what I think is relevant. If I don't comment on a specific point, it's not because I've failed to consider it, but because I don't think I need to comment in order to reach a fair and reasonable outcome. Our rules allow me to do this, and this reflects the nature of our service as a free and informal alternative to the courts.

Section 75 allows – in certain circumstances – for a creditor (Propensia) to be jointly and severally liable for any claim by the debtor (Miss C) of breach of contract or misrepresentation made by a supplier of goods and/or services (A). As the purchase of the windows were financed through a fixed sum loan agreement, Propensia does have liability to Miss C under Section 75.

Neither party is disputing that the windows were either of such quality or fitted in a way that meant they were not of satisfactory quality. Miss C has faced numerous issues with the windows and the inspection report commissioned by K indicates the extent of the faults and what remedial works need to take place.

In situations such as this, the Consumer Rights Act 2015 outlines appropriate remedies available when goods are not of satisfactory quality – these include repair, replacement or rejection of goods. As windows are a fixed item in the home, repair or replacement of the windows is the most appropriate way to put things right for Miss C following the breach of contract.

K has agreed to bear the cost of repairs to the windows at no cost to Miss C. A suitable window fitter has been engaged and as I understand it, K is awaiting Miss C's approval before the remedial works can commence. Propensia has closely followed K's actions and agree this is a suitable remedy. Having reviewed the circumstances, I agree that the proposed corrective work is the best way to resolve the claim under Section 75.

The main reason why Miss C has brought her complaint to our service is because she would like a refund of the payments made towards the fixed sum loan agreement she has with it. She says she should not have been expected to pay for a faulty product. This can be seen as a way of asking for compensation for the issues experienced with the windows, but it is A that has affected Miss C's quality of life through the errors it made and the product it supplied, not Propensia. So, I'm afraid I don't agree that Miss C should be remedied for this.

Although I can understand why Miss C is asking for the refund, she is required to make payments towards the goods she received regardless of their quality (which is being addressed through other means). The obligations to make payment under the loan agreement are clear and regardless of her issues with the windows, this needs to be fulfilled otherwise Miss C will be in arrears on her loan.

Overall, I find that Propensia has handled the claim fairly and correctly declined to refund the payments made towards the loan agreement to date.

### **My final decision**

My final decision is that I do not uphold Miss C's complaint against Propensio Finance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 24 October 2025.

Vanisha Patel  
**Ombudsman**