

## **The complaint**

Mrs E complains about the way Clydesdale Financial Services Limited trading as Barclays Partner Finance ('BPF') dealt with her claim for a refund. Mrs E has been represented throughout this complaint. Any references to Mrs E will include information and evidence provided by her representative.

## **What happened**

The background to this complaint is well known by both parties so I'll only summarise it here.

In around 2015, Mrs E purchased and had installed, a conservatory from a business which is no longer trading. She used a fixed sum loan provided by BPF to pay for the conservatory. There was a ten-year warranty that came with the conservatory and when there was an issue with a glass panel (the 'panel') in early 2025, Mrs E raised a claim under section 75 of the Consumer Credit Act 1974 against BPF. BPF agreed to pay for the cost of the replacement and installation.

Mrs E arranged for the panel to be replaced but after it was installed, she noticed, amongst other things, that it had a different tint to her other (glass) panels. Mrs S provided the supplier of the new panel with the original specifications, but she has since been told that a match wouldn't be possible as manufacturing methods have changed since the conservatory was first installed. Mrs E contacted BPF and asked if it could arrange for all the panels to be changed so they would all match. BPF declined this request. Mrs E complained.

BPF awarded Mrs E £50 for problems experienced during the claims process but didn't agree that it had to do anything more regarding the claim. Unhappy with this outcome, Mrs E referred the matter to us. Our investigator considered BPF had acted fairly and reasonably in all the circumstances so didn't recommend upholding the complaint. Mrs E disagreed so the matter 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.

Although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service. However, I've given careful consideration to all of the submissions made before arriving at my decision.

Whilst I very much sympathise with Mrs E's situation in this case, from what I can see BPF has acted fairly and reasonably in the way it dealt with her section 75 claim for breach of contract. In reaching this conclusion I've had regard to relevant law including the Consumer Rights Act 2015 (satisfactory quality etc). I also note here that I'm satisfied Mrs E met all the conditions for bringing a section 75 claim against BPF.

From what I can see BPF agreed to cover the cost of the (glass) panel as well as the fitting

when Mrs E contacted it. So, BPF honoured the terms of the warranty in that it paid for a new panel which was selected by Mrs E who also arranged the fitting. I appreciate what Mrs E says about the difference in appearance compared to the other (glass) panels. But she was told this may well be the case by the supplier she chose to obtain the glass from.

The problems Mrs E now faces with getting an exact match with the other parts of her conservatory, appear to be due to the passage of time since the conservatory was fitted. I can't reasonably or fairly say BPF has acted incorrectly here. It refunded Mrs E for the supply and fitting of a panel that wasn't of satisfactory quality. There doesn't appear to be any issues with the other panels so I can't say it would be fair to ask it to replace all these as Mrs E has requested. Ultimately, I think BPF, by agreeing to cover the cost of a replacement including the fitting (which it has already reimbursed Mrs E for) has acted fairly and reasonably here.

I can see Mrs E experience some problems when trying to upload evidence via BPF systems. She had to try to upload documents several times and due to the size of the files she was trying to upload and BPF's systems limitations, she had to send documents separately. There were other service failings including BPF not calling Mrs E on the correct day and not adding her representative to her case file as she requested. There will always be a level of inconvenience when dealing with a legal claim such as was the case here. And I understand from what Mrs E has said that BPF has paid £50 in compensation for poor customer service issues. In the round, I don't think BPF has to pay any more than this.

For all the above reasons, I'm not upholding the complaint. I know this is not the outcome Mrs E wants. However, she doesn't have to accept my findings and may pursue this matter through alternative means, such as court (taking appropriate advice), should she wish to do so.

### **My final decision**

My final decision is that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E to accept or reject my decision before 12 January 2026.

Yolande Mcleod  
**Ombudsman**