

## The complaint

Miss A complains about how Propensio Finance Limited ('PF') responded to a claim she made to it.

## What happened

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimum formality.

Miss A took out a fixed sum loan on 4 October 2023 with PF to fund a window installation with a particular company ('the supplier'). However, Miss A was unhappy with the quality of the installation and said she had noticed it caused cracking and damage to the structure of the property.

Miss A raised a claim to PF around the start of July 2024. She advised it that she was ceasing repayment of the loan due to the unsatisfactory completion of the works by the supplier.

PF considered the claim in respect of its liability under Section 75 of the Consumer Credit Act 1974. However, it declined the claim.

Miss A escalated a complaint about the claim to this service on 16 September 2024. She said she was unhappy that PF would not accept liability for the damage and compensate her for losses and stress caused.

After the matter was escalated to this service a third-party expert inspection was carried out and the findings were detailed in a report dated March 2025 ('Report A'). It concluded that the areas around the window installation have experienced movement, some historic and some more recent. It concluded:

*'Unfortunately, I have been unable to definitively determine whether the current installation adequately supports the structures above. However, I feel the level of uncertainty warrants further investigation. I recommend having the installer return to remove the external, and possibly some internal, UPVC trims around the heads of the two bays to expose the structures above the frames so the current situation can be clarified beyond reasonable doubt.'*

A further expert report was completed and dated July 2025 ('Report B'). In summary, it noted that further cracking had been observed, confirming there was ongoing structural movement. The report attributed this movement to the installation of the bay windows. It recommended the supplier:

- Return to site with a qualified installation team.
- Fully support the structure with temporary props.
- Remove both bay windows.
- Strip the hanging tiles from the barrel wall.
- Reposition the barrel wall (or consider re-building).

- Install a timber packer or steel plate lintel at the head of the ground floor bay.
- Install a timber packer or steel plate lintel at the head of the first floor bay.
- Replace the windows (installing the timber packer or steel plate is likely to necessitate the remaking of the frames).
- Repair all damaged internal surfaces (to pre decoration standard).

The supplier and PF agreed to facilitate this work. It also clarified this will involve an external structural engineer to instruct on the works necessary and once it has those plans it will be submitting these to a building control assessor to confirm they comply with applicable building regulations. As compensation PF also offered to pay Miss A £640 on completion of the remedial works.

Our investigator concluded this was a fair way to resolve the complaint.

Miss A initially agreed and later said she changed her mind. So the matter was escalated to me for decision. I issued a provisional decision which said:

***What I've provisionally 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.*

*While I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party – it reflects my role resolving disputes with minimum formality.*

*Firstly I wish to say I am very sorry to hear about the personal difficulties Miss A has described to this service, including the loss of a family member whom she shared the home which had the windows installed. And how she says the troubles with the window installation dispute have contributed to that. I recognise it has been an extremely difficult time for her.*

*Miss A has also mentioned the protracted dispute has severely affected her health and resulted in diagnosis of ongoing medical conditions. I am very sorry to hear about this too. It is important for me to clarify that this service is unable to make awards for loss of amenity. Any settlement she accepts here might impact any action she might be considering for any long-term impact on her health. So she should consider taking legal advice on this matter.*

*I note since this complaint has been with this service Miss A has raised what appear to be new complaint points such as allegations about discrimination, the Equality Act 2010 and fraud. Here I am dealing with the original complaint which Miss A referred to this service so I will not be covering these points here. If Miss A wishes to separately complain to PF about these points so it can respond in the first instance she can do this.*

*It is important for me to also make it clear that the subject matter of this complaint is not about the supplier of the windows. I don't have any jurisdiction to consider this. My role here is to look at the role of PF as a provider of financial services – and what it reasonably could have done to assist with the information that was reasonably available to it at the time it handled the claim. As Miss A used a fixed sum loan to pay for the goods and services in dispute I consider the legal protection of Section 75 to be particularly relevant here.*

**Post-claim information**

*I can see that because Miss A was dissatisfied with PF's response to her claim she escalated a complaint about the matter to this service. Since that point significant new information has come to light by way of Report A and B.*

*I will deal with this in due course. However, firstly I am going to focus on the initial claim handling which is the subject matter of the complaint referred to this service.*

### Section 75 claim

*Section 75 in certain circumstances allows Miss A to hold PF 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 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 the relationship of the parties.*

*What Miss A has said indicated that the contract for the windows with the supplier was with the family member she shared the house with. If this were the case Miss A may not have a claim against PF for the quality of the work. So I asked for further clarification and received a copy of the sales contract which shows that it is Miss A who is the contracting party here. Therefore, after considering these factors I think the requirements are in place for Miss A to have a valid Section 75 claim against PF. So I have gone on to consider if there is persuasive evidence of a breach of contract or misrepresentation which would reasonably have been available to PF at the time it considered the claim.*

*Miss A's claim to PF was essentially one in respect of breach of contract. Here I consider the Consumer Rights Act 2015 ('CRA') to be particularly relevant. Namely the provision which says that a service must be carried out with reasonable care and skill. This isn't precisely defined in law but is usually the reasonable standard according to a particular industry.*

*Here I note that in declining the claim PF appears to have considered an initial inspection by the supplier in July 2024 and then (after Miss A complained) another in early September 2024 which did not change its view on the claim. Both concluding that the work was not carried out poorly and that the house showed unrelated historic damage/cracking.*

*I understand Miss A disagreed with the conclusions of the supplier but these appeared to be reasonably detailed and because PF is not an expert (and the supplier is) I don't consider it was unreasonable to rely on this information in declining the claim at the time.*

*Miss A might argue PF should have engaged the independent experts that later became involved in this case. However, PF sits in the shoes of the supplier – and it is for Miss A to present her case to PF to support a breach of contract allegation against it (and claim back any expert costs later if successful). I am aware Miss A provided her own detailed rebuttal to the reports of the supplier including pictures. However, without expert input I don't think this is sufficiently conclusive in showing PF that the supplier carried out the work without reasonable care and skill. I know it shows damage but it isn't clear if this is a result of work carried out without reasonable care and skill or historic damage / usually expected cosmetic damage as a result of invasive building work.*

*Even if I were to accept PF should have gone and sought out a further report at the time I don't think it likely would have changed the outcome of the claim in any event. I say this noting the still somewhat inconclusive findings of Report A (which was carried out over 6 months later). It appears that once cracking/damage had time to develop it became clearer that the installation was improperly performed.*

*I know Miss A has referred to the delays in resolving the matter and how it has impacted her work commitments and impacted her personally. I am very sorry to hear this. But on the face of it I don't think it would be fair to conclude that PF handled the claim made to it unfairly based on the information it had at the time. It follows I can't fairly say its claim handling has*

*caused avoidable delays and distress. And even if I agreed that PF should have done more at the time (such as getting another report) I don't think its clear this would have meant things were resolved more quickly in any event - noting the complexity of this matter and the role of the passage of time in identifying problems with the installation.*

*With my findings above in mind I can't fairly say PF handled the Section 75 claim in a way that would warrant further compensation.*

#### *New information post-claim*

*While our service has been looking into the complaint about the claim handling PF agreed to pay for further reports – and based on the content of Report B made an offer of settlement.*

*As I have already indicated – my role is to decide on the complaint referred to us. Which is about how PF handled the original Section 75 claim Miss A made to it. However, I do want to be pragmatic here. And I note that neither PF nor Miss A has objected to this service acting to resolve the complaint based on the new information that has been provided since.*

*I can see Report B persuasively concludes installation was not performed properly– and has resulted in damage to the property. Now that PF is aware of this it has offered to resolve matters.*

*PF has offered to resolve matters working with the supplier to carry out the recommendations in Report B which I have copied above. Repeat performance is not an unreasonable remedy with the requirements of the CRA in mind. So this seems like a fair way of resolving things.*

*PF has said it will work with the supplier to have the recommendations performed. This does not seem unreasonable. However, I remind PF that under Section 75 it is ultimately responsible for the work being carried out. If for whatever reason the original supplier is unable to complete this work it will need to appoint a third party to resolve matters.*

*I know Miss A has expressed concern about how the issues will be remedied and has asked for a 'clear plan outlining the scope and deliverables'. However, ultimately, it is for PF to decide how the recommendations in the report are to be satisfied. And it has assured her this will involve the appointment of a qualified structural engineer overseeing the work who will ensure work is compliant with relevant building regulations. This seems fair. If Miss A considers the remedial work has not been done properly then she may have cause for further action.*

*When considering damages for breach of contract via Section 75 I consider what a court might award and it is generally established that a court will not make awards for distress and inconvenience as a matter of course when it comes to breach of contract. This sort of award is more likely to occur where the contract is for something specifically meant to give enjoyment – like a holiday or a wedding. And even where a court is minded to make such an award – this will usually be modest.*

*In the case of building work/home improvements – it is generally expected that there will be a level of disruption and inconvenience that comes with such a contract. However, where the level of disruption is so great as to cause physical discomfort then a court might make a modest award to reflect the distress and inconvenience that has occurred.*

*Here Miss A has mentioned cold air coming in through cracks in the walls. It isn't clear how extreme this is or if it would be sufficient to be in the category a court would consider making an award for. Although I think the remedial work is likely to be particularly disruptive to Miss*

*A here. However, I note PF has offered to pay Miss A £640 compensation on completion of the remedial work. And I consider it unlikely a court would award more than this in any event.*

*I know Miss A has asked for PF to update her credit file. It seems when she made her claim to PF she stopped paying for the loan which will have resulted in late markers on her credit file. My starting point is while Miss A was unhappy with the work, technically she should have been paying the loan (even if this was under protest). So any missed payment information would be a true and accurate reflection of the way the account was managed at the time. However, knowing what we know now about the quality of the installation I think here it would be fair and reasonable for it to remove any adverse information in respect of arrears/missed payments that were a result of Miss A withholding payment due to the dispute about the quality of the goods. I say this also noting that when Miss A first contacted PF about her claim she said she was stopping her direct debit and informed PF about the very difficult personal circumstances she had been through with the loss of a family member. So PF arguably could have taken particular care in explaining to Miss A how this might impact her credit file, and how continuing to pay doesn't impact her ability to dispute the matter. I don't see where it did this.*

*I hope my decision can bring the parties to a resolution. However, I remind Miss A that my role is an informal one. She does not have to accept my decision and may wish to pursue this matter in court. She should also consider the impact of accepting any settlement here on any future action she may wish to pursue against the supplier or PF in respect of this matter. That is not for me to advise on here.*

### **My provisional decision**

*I uphold this complaint and direct Propensio Finance Limited to:*

- *Carry out the recommendations as detailed in Report B – using a structural engineer to oversee any plans and approvals as it has promised;*
- *pay Miss A the £640 compensation on completion of the remedial work as promised; and*
- *amend Miss A's credit file to remove any adverse information that relates to her withholding payment due to this dispute.*

Miss A responded to say she had nothing to add. PF accepted the 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.

Neither party has given me cause to change my provisional findings – which I still consider fair for the reasons already given (above). These findings now form my final decision.

### **Putting things right**

As set out below.

### **My final decision**

I uphold this complaint and direct Propensio Finance Limited to:

- Carry out the recommendations as detailed in Report B – using a structural engineer to oversee any plans and approvals as it has promised;

- pay Miss A the £640 compensation on completion of the remedial work as promised;  
and
- amend Miss A's credit file to remove any adverse information that relates to her withholding payment due to this dispute.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 4 February 2026.

Mark Lancod  
**Ombudsman**