

The complaint

Mr R complains that Omni Capital Retail Finance Limited (Omni) rejected his claim under section 75 Consumer Credit Act 1974 (s.75) in respect of faulty building works.

What happened

In April 2023 Mr R entered into an agreement with the merchant for replacement windows on his recently acquired house which was some 90 years old. The cost was £15,392 and Mr R paid a deposit using a credit card and the balance was funded by a loan from Omni. The work commenced several months later and there were issues with the front bay windows.

Both parties have supplied comprehensive and detailed documents and evidence, some of which is contradictory, about the events which have led to this complaint. As such, given both parties are aware of the events I will limit myself to a short summary of what happened.

There were faults with the initial installation and we have reports from the Fenestration Self-Assessment Scheme (FENSA) and RISA Inspections and Auditing. These confirmed the installation wasn't compliant and the merchant agreed to carry out the required remedial work. This took considerably longer than expected.

During this work it was identified that there were rotten roof timbers, but the merchant took the view these were not a result of its work in installing the replacement windows. A second inspection by RISA concluded that the property still failed building regulations. Throughout this period there were frequent exchanges between Mr R and the merchant as well as with the independent inspection bodies.

After the remedial work was carried out window shutters which Mr R had purchased following the initial installation had been undertaken didn't fit. The merchant didn't accept responsibility for this but offered to pay approximately half the cost of these. Mr R didn't consider this was sufficient.

He contacted Omni and raised a s.75 dispute seeking a full refund plus the cost of the shutters. It considered the claim and the evidence by both parties and concluded the claim did not succeed.

Mr R brought a complaint to this service where it was considered by one of our investigators who didn't recommend it be upheld. She believed Omni had come to a reasonable conclusion regarding the issue with the roof timbers and the shutters. The other issues raised by Mr R were not supported by evidence as to how these were caused.

Mr R didn't agree and set out his further reasons.

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.

When the evidence is incomplete, inconclusive or contradictory as some of it is here – I've

reached my outcome on the balance of probabilities – that is, what I consider likely to have happened given the available evidence and the wider circumstances.

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 also want to assure Mr R and Omni I've reviewed everything on file. 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.

Having reviewed the evidence and arguments put forward by both parties I do not consider I can uphold this complaint. I will explain why. I would add that I have every sympathy with Mr R, but that does not allow me to reach a different conclusion. I also note that Mr R has sought a full refund despite the fact that only some of the windows required remedial work.

This complaint has been submitted as a claim under s. 75. This legislation offers protection to customers who use certain types of credit to make purchases of goods or services. Under s. 75 the consumer has an equal right to claim against the provider of the credit or the retailer providing the goods or services, if there has been a misrepresentation or breach of contract on the supplier's part. For s. 75 to apply, the law effectively says that there has to be a

- Debtor-creditor-supplier agreement and
- A clear breach of contract or misrepresentation by the supplier in the chain.

Our role isn't to say if there has been a breach of contract or a misrepresentation for a valid claim under s. 75 but to consider if Omni has come to a fair outcome based on the evidence it was provided. I am satisfied the required agreement is in place and so I must consider if Omni was right to conclude there was no breach of contract or misrepresentation.

There are a number of components to Mr R's complaint but the central ones are the matters of the roof timbers and the shutters. Mr R has also raised the issues of missing child safety restrictors, paint splashes on the brickwork and driveway, scratched glass and general poor workmanship.

It appears that the state of the property was not as expected by both the merchant and Mr R who I gather had recently purchased it. It appears that the initial work did not adequately address some of these unexpected issues and this led to the installation not being up to standard.

Following the report by FENSA the merchant carried out remedial work. This didn't address the issue with the roof timbers which it considered to be the responsibility of Mr R. It has argued that this is a structural issue separate from the installation of the windows. I think that view is a reasonable one and is supported by the documentation.

The FENSA report dated 3 December 2024 states:

"The faults with the installation of the Lounge bay appear to be fully rectified, however the installation of the Bedroom bay is still not compliant with ADA - Structure. The rotten timber at the underside of the gable roof construction may not have been evident at the point of survey but would have been during the installation. The Installers should have stopped work and reported the issue as the roof cannot be correctly supported. Responsibility for the repairs to the roof would have been the homeowners"

FENSA has not provided a certificate due to this issue which it considers to be the

responsibility of the building inspector. The merchant has disputed the claim that it didn't inform Mr R. Regardless of what was disclosed I cannot say that the merchant had any responsibility for the issue with the roof timbers. I have seen no evidence to show that it was responsible for the structural failings in the property. It may have handled this issue better, but it carried out the remedial work as requested and agreed to do so in accordance with advice from a structural engineer and as required by building regulations. This work was approved.

FENSA has said that it will be able to issue its certificate once building control has confirmed the roof is compliant. I have not seen anything to show the remedial work was not compliant with the agreed requirements.

As for the shutters I gather that these no longer fit once the remedial work was done. Mr R has said that the terms and conditions of the agreement do not apply to the shutters since he had not acquired them at the time it was signed. I believe the merchant and Mr R entered into an agreement for the fitting of the windows and there was no agreement as to the impact on any additional items he purchased subsequently. As such I do not consider that the fact the shutters no longer fitted can be seen as a breach of contract. The merchant has offered £1,500 as a goodwill gesture which I consider to be fair.

I appreciate Mr R and his family including his children have found the whole matter very stressful, but that is not something that Omni can be held responsible for under s.75. As for the other issues of paint, child safety restrictors and scratched glass Omni said that it had arranged with the merchant that it address these. That was a reasonable response by Omni and I trust the merchant addresses these matters if it has not already done so.

My final decision

My final decision is that I do not 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 14 May 2026.

Ivor Graham
Ombudsman