

## Complaint

Mr J and Miss P complain about the sale of a solar panel system. In summary, they say Shawbrook Bank Limited (“Shawbrook”), as the provider of a loan used to fund the installation of a solar panel system on Mr J and Miss P’s home, is responsible for misrepresentations they say were made by the salesperson from the solar panel business which sold them the solar panel system. Mr J and Miss P say they would never have agreed to take out the loan and have the system installed, if it had not been misrepresented to them. Mr J and Miss P are represented by a law firm (“the representative”).

## Background

I issued a provisional decision in August 2020. That decision is attached and sets out the background to the complaint in detail – so I will not repeat the background here.

My provisional conclusion was that Mr J and Miss P’s complaint should not be upheld. I explained I had not seen sufficient evidence to conclude the solar panel business misrepresented the solar system to Mr J and Miss P.

Shawbrook accepted my findings and said it had nothing further to add.

The representative did not accept my findings. It said, in summary:

- The handwritten notes made by Mr J and Miss P at the time of the sale of the solar system record the figures verbally represented to them by the salesperson from the solar panel business. These figures were intended to induce Mr J and Miss P to buy the solar system as they show the income from the solar system is sufficient to meet the cost of the loan – they supported the salesperson’s repeated assurances that the system was self-funding.
- A further handwritten note (a copy of this was provided with the response), made by the salesperson shows Mr J and Miss P were told they would be able to repay their loan agreement within 7.5 to 10 years, rather than the full 15 year term. Clearly it would be impossible for this to be the case if the income generated by the system did not exceed the monthly cost.
- Based on its experience it is regular practice for salespersons to make verbal representations which deviate from the documentation – something we have accepted many times in other decisions.
- The handwritten notes by the salesperson clearly show the salesperson used their own figures during the sales meeting, instead of those provided in the documentation.
- Mr J and Miss P placed little reliance on the documentation when entering into the transaction because the salesperson’s verbal misrepresentations were so convincing.
- Mr J and Miss P had no reason to believe that the assurances they had been given during the course of the sales meeting were inaccurate. They simply trusted the salesperson and the constant assurances that the solar panel system would be entirely self-funding.

- It does not agree that the graphs on pages 6 and 9 of the quote I refer to in my provisional decision do not amount to an untrue statement of fact.
- Mr J and Miss P were aware that they were entering into a loan agreement for 15 years, and were then given a document which states that the estimated payback time is 14 years, which would be supportive of the salesperson's verbal representations that the system would be self-funding. The documentation reaffirms that the system will have covered its own costs before the expiry of the loan.
- We have upheld a number of cases where consumers have been mis-sold their solar panel system on the basis that they were told that the system would be self-funding over the term. I should confirm why this complaint is so substantially different from these other cases that a different conclusion has been reached.
- Greater consideration should also be given to the solar panel industry as a whole. In its view, this matter is not an isolated complaint but part of a much larger systemic problem. It has hundreds of complaints on its files about this solar panel business, which suggests a widespread issue. The number of complaints containing similar allegations involving this solar panel business should also be taken into consideration when I make my decision.

### **my findings**

I've reconsidered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I've come to the same overall conclusions as those set out in my provisional decision. That decision is attached and, to confirm, forms part of this decision. So I will not repeat my provisional findings here, and will instead focus on the points raised by the representative following my provisional decision.

The representative's position, in short, is that verbal misrepresentations were made by the solar panel business to Mr J and Miss P, and they relied on those verbal misrepresentations rather than the documents I referred to in my provisional decision. The representative says the handwritten note by Mr J and Miss P I referred to in my provisional decision and a further handwritten note it has highlighted, made by the salesperson, are evidence of the verbal misrepresentations made to Mr J and Miss P.

The representative further argues that the documentation – in particular pages 6 and 9 of the quote - did contain untrue statements of fact, which supported the verbal misrepresentations made.

I have given careful consideration to these points.

I don't agree with the representative's interpretation of the salesperson's note it highlights in its response.

The figures the note initially sets out are the approximate cost of the system (£8,265) and then the approximate total cost of the loan (£16,160). The difference between these two figures is then written. The note then records that if Mr J and Miss P overpay by £45 a month the loan will be repaid twice as fast (i.e. over 7.5 years) and if they overpay by £22.50 a month the loan will be repaid 1.5 times as fast (i.e. over 10 years). And to the left of this

there are some calculations which appear to have been made to arrive at these numbers (although this isn't completely clear, as its simply a long list of figures, none of which are labelled).

I acknowledge that the figures of £45 and £22.50 do not feature in the other documentation. But the key figures – the cost of the solar system and the cost of the loan - are consistent with the other documentation. And the note does not show the income from the solar system is sufficient to meet the cost of the loan. The note only suggests that Mr J and Miss P were told they could make overpayments to the loan and, if they did, the loan term would be reduced. That, in itself, is not an untrue statement of fact.

I acknowledge the salesperson may have said the overpayments could or would be funded by the returns paid by the solar system. But the note needs to be viewed the context of the other available evidence. There is nothing in any of the documentation produced by the solar panel business to show Mr J and Miss P were told the system would produce returns which would fund overpayments of £45 or £22.50 a month – and there is no clear basis on which such a claim could have been made. The overpayment figures of £45 or £22.50 a month are also inconsistent with Mr J and Miss P's own notes of their understanding, which refer to a return of £99 a month from the system (i.e. about £10 a month more than the loan repayments).

So I am not persuaded the note is evidence of untrue statements of fact being made to induce Mr J and Miss P to buy the solar system.

I remain of the view that the handwritten note made by Mr J and Miss P is not sufficient evidence of a misrepresentation having been made. On balance, taking account of the available evidence, I'm not persuaded that the salesman did represent that the system would return £99 a month. The quote produced by the solar panel business refers to an estimated first year income of £246.45 and total income and savings of £433.99 – around a third of the return noted by Mr J and Miss P. So I do not think it is plausible that such a marked departure from all the figures quoted in the documentation would have been made by the salesperson in their verbal representations.

I think there is some tension between the points the representative has made about verbal representations and those it has made about the quote. On the one hand it is said Mr J and Miss P relied on verbal representations but on the other it is said they relied on selected parts of the documentation i.e. only those that, in the representatives view, support the verbal representations it says were made to Mr J and Miss P. However, setting that aside, I am not persuaded to depart from my provisional decision that the quote did not make a misrepresentation.

The 14 year payback time is calculated as follows:

*Total income and savings over 20 years £15,127.26*

*Less cost of system (does not include finance charge) £8,264.55*

*Estimated profit from scheme (does not include finance charge) £6,862.71*

I remain of the view this is not an untrue statement of fact. The quote shows the 14 year payback time is calculated without taking account of the finance charge (i.e. the loan). I do

remain of the view this is misleading – as the loan cost is clearly a critical part of the overall picture and should not therefore be excluded from this illustration. But it is not untrue.

Furthermore, the salesperson's note provided by the representative suggests the cost of the loan (and in particular the cost over and above the cost of the system) was discussed with Mr J and Miss P. Mr J and Miss P also signed the loan agreement on the same day as they signed the quote. So I think they were aware of the cost of the loan.

If Mr J and Miss P did read at least some parts of the quote, and place some reliance on it, that supports the conclusion no misrepresentation was made, as the quote does not say the solar system will be self-funding. And the understanding Mr J's and Miss P's handwritten note records cannot be reconciled with the quote. The monthly figures written on the note of £63, £36 and £99 don't feature in any of the documentation – and, as mentioned, the figures which do feature are markedly different.

I note the representative's general points about other complaints which have been upheld, and solar panel systems sales practices generally. I also note its request that I confirm why I have reached a different view here to that we have reached in other cases.

I have reached the view there was no misrepresentation in this case as there is insufficient evidence to show there was a misrepresentation in this particular case. And I need to make a decision based on the facts of the particular case. The fact some other complaints about solar panel system sales which feature different evidence have been upheld does not mean I should set aside the evidence in this case and conclude it should be upheld on the basis that those different complaints were upheld. For the reasons I have given here and in my provisional decision I am satisfied the fair and reasonable outcome in this particular case is that the complaint should not be upheld.

### **my final decision**

For the reasons given, my provisional decision is not to uphold Mr J and Miss P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J and Miss P to accept or reject my decision before 30 April 2021.

John Pattinson  
**ombudsman**

## Copy provisional decision

### Background

Mr J and Miss P had a solar panel system fitted to their home in June 2015. This happened after they had been visited by a salesperson from a solar panel business and, during that visit, had agreed to have the system installed, with the cost being covered by a loan provided by Shawbrook.

Mr J and Miss P signed an installation agreement for the solar panel system and a loan agreement with Shawbrook on 24 June 2015. The loan was to be repaid in monthly instalments of £89.76, over 15 years.

The complaint was initially made directly to Shawbrook by Mr J and Miss P. They later asked a law firm to represent them ("the representative") in April 2016. The representative sent a letter of complaint to Shawbrook. The main points made in that letter, in summary, were:

- The sales presentation featured a number of misrepresentations. The main misrepresentation which induced Mr J and Miss P was that the system would be self-funding i.e. it would not cost them anything.
- Mr J and Miss P were told the Feed In Tariff ("FIT") payments they would receive for the electricity generated by the system would be more than sufficient to cover the cost of purchasing the system.
- Mr J and Miss P were also told they would make significant savings on their electricity bills, which could be used to pay off their loan sooner if they chose to do this.
- A note made by Mr J and Miss P when the salesperson from the solar panel business visited them noted they were promised that the approx £90 per month they would be paying for the loan) would be covered by 80% savings on their electricity bill (£36) and the £63 they would receive (per month) from the FIT payments. Anything else they produced from this could be used to pay off the finance quicker, including the Export Tariff (another type of payment made for the electricity generated by the panels), which could help pay off the finance in 7 years rather than 15 years.
- The promised electricity bill savings and FIT payments have not materialised.
- The salesperson advised Mr J and Miss P they had 'nothing to lose'. They were also told that the FIT amount was going to be reduced by the government and therefore if they wanted to get the best deal possible they needed to sign up that day so they could register for the FIT at the current rate.
- Due to the cost of the loan, the real cost of the system is £16,156.80. The salesperson never explained the cost of the loan and the impact that this would have.
- The solar panel business breached a number of clauses of the Renewable Energy Consumer Code ("RECC") during the sale of the solar panel system to Mr J and Miss P.
- The representations made by the salesperson were not made on reasonable grounds – he did not believe them to be true.
- Under Section 56 of the Consumer Credit Act ("CCA") the misrepresentations were made on behalf of Shawbrook by the salesperson, and Mr J and Miss P are entitled to rescind the credit agreement and claim damages.

- Under Section 75 of the CCA Shawbrook is liable for the loss suffered by Mr J and Miss P as a result of the salesperson's misrepresentations.
- There may have been an unfair relationship between Shawbrook and the solar panel business. The solar panel business was incentivised to sell the solar system and the loan but did not disclose this to Mr J and Miss P. This provides another basis upon which Mr J and Miss P should be entitled to rescind the agreement.

Shawbrook did not uphold the complaint. It said, in summary:

- The solar panel business provided Mr J and Miss P with a Contract which detailed the estimated returns they were likely to receive from having the solar panels. This set out the total income and savings and the estimated payback time. This should have made it clear to them that the system was not self-funding.
- The documentation provided makes it clear what the cost of the system was. The contract clearly states that the system cost quoted does not include the finance charge.
- All the potential income and savings to be made, and how these are calculated, are clearly set out on the contract.
- There is no evidence to suggest Mr J and Miss P were told that the system would be self-funding or that the electricity generated and income would cover the costs of the system immediately.
- Where the solar panel business stated that a solar system is self-funding, this means it is self-funding over time and that is made clear by the figures in the contract. The system will have paid for itself at some point and then generate income and more savings thereafter. If a system was purchased with a finance option then naturally it will take longer to pay for itself.
- Mr J and Miss P signed the contract, acknowledging the information it contained.
- The solar panel business denies it has breached any sections of the Renewable Energy Consumer Code.

#### **The documents submitted to us by Mr J and Miss P.**

Mr and Mrs J have provided a handwritten note, which they say was made when the salesperson from the solar panel business visited them. The note includes the following:

*“£90 a month*

*Paid by*

*Generation tariff £63*

*Savings on elec £36 (if elec bill reduced by 80%)*

£99

*+ export @ 5p kwh”*

Mr and Mrs J also provided:

- Statements, showing the total amount of FIT payments made to them.

- Two emails from Shawbrook sent on 24 June 2015, attaching the credit agreement, Written Adequate Explanation and pre contract information.
- An email from the solar panel business dated 7 July 2015, attaching completion and warranty documents.

The representative has provided a summary of a Renewable Energy Consumer Code (RECC) Non-Compliance Panel Hearing which took place on 4 December 2013, and found the solar panel business to be in breach of several sections of the Renewable Energy Consumer Code.

#### **The documents Shawbrook says were provided to Mr J and Miss P.**

When making its initial submissions to us, Shawbrook provided copies of the following documents, which it says were seen by Mr and Mrs J at the point of sale:

- A 25 page document called "Your Personal Solar Quotation" (I'll refer to this as "the quote"). This consists of a contract and a set of illustrations for Mr and Mrs J's system which detail, amongst other things, the cost, the predicted monthly savings and returns over a 20 year period, a system performance illustration, a system analysis and a degradation illustration. This document has been signed by Mr J and Miss P.
- A 27 page presentation called "Introducing Better Energy"
- A 18 page document detailing the survey carried out on Mr J and Miss P's home, when the salesperson from the solar panel business visited them.
- An e-signature document pack for the loan.

#### **Further information provided by Shawbrook**

In support of its position Shawbrook also provided a "background dossier" which contained evidence from the solar panel business about its sales practices, its engagement with various regulatory bodies and notes from three court cases concerning legal claims brought on a similar basis to this complaint, where the judge found that there had been no misrepresentation by the solar panel business. A copy of the dossier forms part of the complaint file I have considered.

Shawbrook also provided a copy of a report by the Energy Performance Validation Scheme (EPVS) it referred to in its response to the complaint. The report details a review of the sale of Mr and Mrs J's solar panel system. This report had been commissioned by the solar panel business.

#### **Mr J and Miss P's recollections of the sale of the solar panel system**

Mr J, on behalf of him and Miss P said:

*"The hand-written notes are from what the salesman told us. We signed the contract due to the fact that the salesman was very persistent; and we assumed that what he told us would be reflected in the contract we signed. The salesman also applied pressure by informing us we had to sign up as soon as possible; otherwise we would not be eligible for any government grants (which we never received anyway). He showed us lots of statistics from his laptop to back up the claims he was making - this made it all the more plausible."*

#### **Our investigator's view**

Our investigator concluded Mr J and Miss P's complaint should not be upheld. She said, in summary:

- Shawbrook has provided several documents it says would have been given and explained to Mr J and Miss P at the time they agreed to purchase the solar panels. These documents include a copy of the sales presentation and a copy of the personalised quote.
- The sales presentation explains the benefits of the panels and she did not think there was anything within it to suggest that the solar system would be self-funding.
- The quote is a twenty-five-page document which had been signed by Mr J and Miss P. Shawbrook says this was sent to Mr J and Miss P by email on 24 June 2015. She hadn't seen evidence to show this email was received by Mr J and Miss P but they'd confirmed they received a hard copy of the quotation. So she was satisfied they received it.
- The quote confirms the return the system would pay in the first year (£433.99). It also confirms that the estimated payback time would be fourteen years and underneath this says '*the estimated payback time is based on cash purchase. Note: the payback time will fluctuate dependant on any finance taken against the system.*'
- The graph in the quote titled '*earnings and savings against monthly payments year one.*' shows the same continuous monthly repayment of £89.76 as the amount Mr J and Miss P needed to pay each month, represented by a straight orange line. Underneath in blue, it shows the combined solar electricity savings and income which varies from month to month. This graph was clear in showing that for each month in year one, the solar system wouldn't generate enough income to meet the monthly repayments.
- There was a '*system analysis*' in the quote. This confirms that the total FIT income in year one would be £246.45, and this is made up of £207.50 generation tariff and £38.95 export tariff. It then goes on to work out the FIT income over twenty years and confirms that the average annual FIT income would be £339.67.
- The quote also suggests that the estimated electricity savings in year one would be £187.54 and the average electricity savings per year over twenty years would be £455.67.
- The quote contained a section called '*putting it all together*' which suggests that the total income and savings in year one would be £433.99. It later goes on to work out the total income and savings over twenty years, minus the cost of the system to calculate the estimated profit from the system and its estimated payback time. For both the cost of the system and the estimated profit, it states in brackets '*does not include finance charge*'.
- She thought this information was clear in confirming that the figures don't take into account the cost of the finance, and so the estimated payback time of fourteen years is based on the cash price only.
- The table detailing the 180 month repayment option was clear in confirming that each month there would be shortfall between the monthly loan repayments and any benefits they'd receive from your solar panel system. This shortfall continues past year fifteen and so it shows that the system would not be self-funding at any point during the loan term. Mr J and Miss P signed directly underneath this table.
- The loan agreement was signed on the same day. It confirms the total cash price of the panels as £8,264.55, the total charge for credit as £7,892.25 and the total amount repayable as £16,156.80. This was to be repaid by Mr J and Miss P over fifteen years with monthly repayments of £89.76.
- The figures Mr J and Miss P had written down at the point of sale and which were also discussed with the representative are different to the figures that appear in the contract. She acknowledged Mr J and Miss P said they had signed the contract because the salesperson

was very persistent, and they assumed that what he'd previously told them would be reflected in the contract.

- She had carefully considered what Mr J and Miss P had said. But she thought there was enough written information about the system to indicate that it wouldn't be self-funding, and so she thought it would have been reasonable for them to have questioned this either during the sale or shortly afterwards. Overall, she did think that the written information given to Mr J and Miss P about your system was clear in confirming that the system wouldn't be self-funding.
- Mr J and Miss P had said that the solar system was installed shortly after they'd signed the paperwork and so they didn't get the cooling off period they were entitled to. But they signed to confirm that they wanted the panels to be installed immediately and that because of this the 14 day cooling off period will be lost. So she was unable to conclude the solar panel business had done anything wrong here as Mr J and Miss P had requested for the system to be installed immediately.

### **Responses to the investigator's view**

Shawbrook accepted the investigator's view.

The representative said Mr J and Miss P did not accept the view. It asked us to consider the following:

- Regardless of what the quote said, Mr J and Miss P relied on the verbal representations made by the salesperson at the sales meeting. This is evidenced by the handwritten note Mr J and Miss P made of the savings the salesperson told them they would make on their energy bills and from the FIT. Clearly, with a £36 saving on energy bills and £63 payment from the FIT generation tariff this would more than cover the £90 per month loan repayment.
- The salesperson pressured Mr J and Miss P to sign up that day so they could take advantage of what he termed a "government subsidy" which they would receive in addition to the energy bill savings and FIT payments (referenced as the export tariff in the handwritten note). This made them believe that they would be receiving more than enough to cover the monthly repayments, and the excess could be used to pay off the loan early. They contend that if they had realised during the sales meeting that the system would in fact cost them money they would never have proceeded with the purchase as it would not make economical sense to do so. Their finances were already stretched as they had just had a baby, but the salesperson continued to assure them that they would save money and he was doing them a favour.
- The salesperson did not take Mr J and Miss P through the calculations in the quote, rather he represented that the returns from the energy savings, FIT payments and government subsidy would cover the monthly finance repayments. Mr J and Miss P accepted this oral explanation and had no reason to believe that the salesperson would mislead them.

### **My findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

### **Relevant considerations**

In this case the relevant law includes Section 56 and Section 75 of the Consumer Credit Act, which provides protection for consumers for goods or services bought using credit. Section 75 states:

*"If the debtor under a debtor-creditor-supplier agreement falling within section 12(b) or (c) has, in relation to a transaction financed by the agreement, any claim against the supplier in respect of a*

*misrepresentation or breach of contract, he shall have a like claim against the creditor, who, with the supplier, shall accordingly be jointly and severally liable to the debtor.”*

As Mr J and Miss P paid for the solar panel system through a fixed sum loan, Section 75 applies to this transaction.

This means Mr J and Miss P can claim against Shawbrook - the creditor - for any misrepresentation or breach of contract by the solar panel business in the same way they could have claimed against the solar panel business itself. So I have taken Section 75 into account when deciding what is fair and reasonable in the circumstances of the case.

Section 56 is also relevant. This says that any negotiations between Mr J and Miss P and the solar panel business as the supplier are deemed to have been conducted by the solar panel business as agent for Shawbrook.

For the purpose of this decision I've used the definition of a misrepresentation as an untrue statement of fact or law made by one party (or his agent) to a second party which induces that second party to enter the contract, thereby causing them loss.

#### **Does the evidence show there was a misrepresentation?**

The available evidence shows the handwritten note Mr J and Miss P have provided is clearly not an accurate reflection of things. The system was not predicted to pay a “generation tariff” of £63 a month, pay a further return through an export tariff, and generate £36 of savings on the electricity bill each month. What I need to consider is whether what Mr J and Miss P noted arose as a result of a misrepresentation (as defined above) by the solar panel business.

I do not doubt Mr J and Miss P have tried to recall the sale of the solar panel system to the best of their ability. And I have carefully considered the handwritten note they made. But I must consider that alongside the other contemporaneous evidence available.

#### **The quote**

I am satisfied Mr J and Miss P saw the quote at the time of the salesperson's visit to their home. The quote has been signed by them, and dated with the date of the sales meeting. I think it unlikely the salesperson would have created the quote but not then shared it. And it is difficult to see how the sales presentation could have been conducted without significant reliance being placed on the quote – which looks to have been created with the sale process in mind.

Page 6 of the quote shows two graphs, and explains they “explain your estimated returns”:

I think it is misleading for the second graph to illustrate the average in the way it does, as it suggests that the average return occurs uniformly over the 20 year period, rather than being the product of lower figures in the early years and higher ones in the latter years. It would have been more accurate to show the actual average monthly return by year so that Mr J and Miss P could have been in no doubt what their returns over a 20 year period would have been in reality. However, it does explain that the illustrated return does not incorporate the cost of the system or any finance charges.

Also the earnings and savings graph clearly shows there would be an overall cost in year one – it shows the savings and income illustrated by the blue line and the loan payments as the orange line.

This offers a clear illustration of the loan costs being greater than the returns and savings which would be generated by the system, and of the total income and savings being variable.

Page 8 of the quote describes a total income in year 1. But it does not describe this as a total return, and it is clear it illustrates the FIT only – not the overall position:

I think it is clear from this that the total income generated by the system would fall a long way short of the loan repayments, in year 1.

Page 9 includes the following table, which draws together what is set out over the preceding pages:

I think a table titled “putting it all together” ought to have included the cost of the loan. And I think the estimated payback time should also have explained this would be longer if a loan was taken to fund the system. But, when viewed in the context of the overall table, and of the proceeding pages, I do not think it amounts to a untrue of the facts.

I note on page 2 of the quote there is a further reference to the estimated payback time:

That explains that timescale is based on a cash purchase and that it will fluctuate depending on any finance taken. I think this ought ideally to have said the timescale would *increase* but, overall, I do not [think] there was a untrue [statement] of the facts [typos corrected]. The estimated payback time was 14 years, if the loan costs were not taken into account, and it is explained this will change if loan costs are taken into account. And, as noted above, the graphs on page 6 explain the illustrated returns do not incorporate finance charges.

Pages 10 to 11 of the quote include the following table, which is highlighted (there are two others which are not highlighted, one for 60 months, one for 120 months) – assumedly as it's the one which is relevant to Mr J and Miss P:

Mr J and Miss P have signed immediately below this and, below their signatures, the following is written:

*“Representative example – cash price £8600; no deposit; interest rate of 9.5% per annum variable (fixed for first 60 months); total charge for credit £7565.80, total amount repayable £16,165.80. 180 monthly instalments of £89.81. Representative APR 9.9% subject to status.”*

I think it is clear from this that the solar system is not anticipated to be self-funding at any point during the loan term i.e. that there would be a negative difference between the monthly loan repayments and the return generated by the system throughout the term of the loan.

So, overall, I am satisfied the quote does not contain any untrue statements of fact and therefore cannot be considered a misrepresentation.

### **Sales presentation**

I have also considered the sales presentation submitted by Shawbrook. This is a general document, the purpose of which appears to have been to serve as an introduction to the solar panel systems offered by the solar panel business.

At the outset the presentation says:

*“What are we going to do for you today?*

- *Introduce you to better energy.*
- *Assess your requirements, & do a suitability check, so you know what products are available.*
- *Give you a full explanation of the products & a full explanation of the system.*
- *We will explain any returns, savings & returns on your investment.”*

The presentation then sets out the benefits of using the solar panel business, the reasons for saving energy, the details and benefits of the voluntary trade body the solar panel business belonged to, date on energy use, a general explanation of solar panel systems and details of the products the solar panel business used when installing the system.

I have carefully considered the contents of the presentation. I do not think it carries as much weight as the quote, as it is not personal to Mr J and Miss P. But it does not, in my view, contain anything which amounts to a misrepresentation. In particular, I note it does not contain anything which suggests the system would be self-funding for those who finance it using a loan, or that returns will be sufficient to effectively reduce the term of any loan taken. The wording at the outset also suggests the quote would form a central part of the sales discussion – which supports my view that it is unlikely the quote did not feature heavily in the sales meeting.

### **Survey**

The survey shows that, as part of the sales meeting, the salesperson from the solar panel business gathered information about Mr J and Miss P's home, and assessed which system would be suitable for it and how it would be installed. It shows questions were also asked about how much energy Mr J and Miss P used.

The survey is consistent with the quote – the system cost it calculates is that shown in the quotes, as are the anticipated returns. I note it was signed by Mr P and Miss J directly under the section where it confirms the return from the FIT rate was £207.50 + £38.95 (the latter being the export rate) in year 1, and the anticipated electricity savings were £187.54 in year 1. So I think this is further evidence of engagement with the quote at the sales meeting. And I do not think there is anything in the survey document which misrepresents things.

I appreciate Mr J and Miss P feel a misrepresentation was made verbally, and that their note is evidence of this. But, in the circumstances, the note is not sufficient to persuade me there was a misrepresentation. There is no obvious connection between the numbers written in the note and the numbers and general information shown in any of the other evidence from the time. I think it unlikely the salesperson would have made statements which were such an obvious departure from all of the documentation. He would have been aware that even a cursory glance at the documentation would have made it clear the system was not anticipated to be self-funding, and there was no basis on which the numbers on the note could be linked to any of the numbers on the quote and other documents.

So, whilst the note does show Mr J and Miss P clearly misunderstood things, I am not persuaded, on the basis of the evidence currently available, that misunderstanding arose as a result of a misrepresentation by the solar panel business. And so there is no basis on which I can uphold Mr J and Miss P's complaint against Shawbrook. I know this will disappoint Mr J and Miss P.

### **My provisional decision**

For the reasons given, my provisional decision is not to uphold Mr J and Miss P's complaint.