

complaint

Miss F complains that Clydesdale Financial Services Limited trading as Barclays Partner Finance has not offered her a fair settlement. She rejects BPF's offers as she thinks the suggestions she's put forward are more appropriate.

background

Our adjudicator said that taking into account section 75 of the Consumer Credit Act 1974 BPF had made fair offers. She said this because BPF has agreed to remove the current solar panels (the "A" panels) and install the right ones (the "B" panels).

BPF had also taken on board Miss F's concern that it might damage her roof in the process of replacing the solar panels. So it has agreed to pay for any damage that might be caused.

It has also suggested an alternative solution based on what Miss F's asked it for. She'd asked for a refund. It isn't prepared to offer her the size of refund that she wanted £2,000 but it did offer £600.

Miss F thought she should get a bigger refund because S had charged her more for the panels than other suppliers would've. But our adjudicator thought although Miss F had undoubtedly made a bad bargain with S this was not something BPF could fairly be blamed for. And further given that the A panels are working and taking account of their price giving her a £2,000 refund wasn't reasonable.

So for all of these reasons our adjudicator said the £600 refund was a fair offer.

Also our adjudicator agreed that S had offered poor customer service. But she said BPF wasn't responsible for this, S was. It followed BPF shouldn't be asked to compensate Miss F for this.

BPF accepted this recommendation. Miss F didn't and asked that an ombudsman review her complaint.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I've finished looking at Miss F's complaint and I think overall with one small change the offer on the table is fair and reasonable. I set out below why I've come to this solution.

it's fair and reasonable to ask BPF to replace the A panels with the B panels

I can well understand why Miss F is fed up with S. Not only did it not give her what she paid it for, but then it gave her the run-around. And to make things worse she finds out she could've paid less for the solar panels.

But she's only fairly entitled to get what she agreed to buy which is fully working B panels. And that's what BPF has offered. It's not correct therefore to say it should do more.

why I think the refund that Miss F has been offered by BPF is fair

It seems that Miss F would rather have a refund instead of having the existing solar panels replaced. That seems fair enough I can understand why she doesn't want the disruption of having workmen on her roof for a second time.

She paid £6,950 for the solar panels. The A panels do work. So asking BPF to refund £2,000 seems unreasonable. Especially when BPF has already agreed to install the B panels which is what she wanted in the first place.

For all of these reasons I think the £600 refund BPF has suggested is fair.

But everyone agrees Miss F should've got the LED bulbs and she didn't. BPF has agreed to refund £100 to make up for this. I think whether Miss F goes for the replacement of the panels or the refund option she should still get the £100.

it's not fair and reasonable to make BPF pay for S's poor customer service

It's not right that Miss F didn't get the customer service she should've done from S. But Miss F is relying on section 75. This provision doesn't make BPF responsible for the customer service failings of S. Rather section 75 says BPF should compensate her for breaches of contract or misrepresentation.

It follows I think in all the circumstances and taking into account section 75 the offers Miss F has got are appropriate.

my final decision

My final decision is that Clydesdale Financial Services Limited trading as Barclays Partner Finance should as it has already agreed to do:

- Either replace the A panels with the B panels. And if any damage is caused to Miss F's roof in the process put this right. And refund £100 for the LED bulbs or
- Or refund £600 (made up of £500 for the solar panels and £100 for the LED bulbs she didn't get).

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 19 February 2016.

Joyce Gordon
ombudsman