

## **complaint**

Mr P has complained Creation Consumer Finance Limited won't sort out the shortfall he's paying for his solar panels which aren't performing as he was promised.

## **background**

Mr P bought solar panels in February 2013. He paid for these by taking out a loan with Creation. He felt he'd been told he wouldn't end up paying anything for these panels as the electricity generated and reduction in bills would cover the £1,650 a year he was paying.

When he realised he had a shortfall of £850 a year, he complained to the supplier. They offered him £500 and to change up to 30 light bulbs to LED bulbs to reduce his consumption. He didn't feel this was fair so brought a complaint to the ombudsman service.

Our adjudicator told Mr P there was no evidence he'd been told he wouldn't have to pay anything. In fact the projected savings he'd been given showed he was saving more than expected. Mr P remains unhappy and has asked an ombudsman to review his case.

## **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 appreciate Mr P believes what he was told. I'm also aware the supplier says this isn't what Mr P was told. So I've reviewed the written information given to Mr P. This includes a predicted cost saving of £530 a year. I've also seen what electricity Mr P's solar panels have generated and he's sold back to his electricity company. In the first year he received £435 and in the second £418. On top of that he thinks he's saving about £360 a year as he's paying less for his electricity bills.

I believe this is clear. If anything Mr P is saving more than was predicted. He saved £795 in the first year and over £770 in the second.

I appreciate he didn't get this information about the predicted cost saving until after the solar panels were installed but he didn't raise his concerns at that time. I've also seen nothing in the information he was given before installation which promised Mr P this wouldn't cost him anything.

I know he'll be disappointed but I'm satisfied these solar panels weren't mis-sold to him.

If the supplier hasn't paid Mr P the £500 and given the LED bulbs as promised, I would expect Creation to make good on this offer as I'm satisfied this would be a breach of contract.

## **my final decision**

For the reasons I've given, my final decision is Creation Consumer Finance Limited must pay Mr P £500 and get him the LED bulbs promised if his solar panel provider has not done this already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 6 November 2015.

Sandra Quinn  
**ombudsman**