

### **complaint**

Mr Q complains that British Gas New Heating Limited (“BGNHL”) told him that his loan agreement with a third party (“V”) would be for five years, but he discovered in 2014 that it was for ten years.

### **our initial conclusions**

The adjudicator did not recommend that the complaint should be upheld. He noted that the loan agreement, which Mr Q had signed in August 2012, clearly said that the repayment term was 120 months. Mr Q disagreed and responded to say, in summary, that the agreement terms had not been clearly communicated, and he had not been given enough time to read the loan agreement.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mr Q and the business have provided.

Mr Q said that he was not given time to read the loan agreement. But the agreement said that it should be signed only if the borrower wanted to be legally bound by its terms. I consider that Mr Q was responsible for ensuring that he understood what he was signing, or for raising questions about it if he was not. I cannot hold BGNHL responsible if he chose not to read it. I also consider that Mr Q should have realised from the amount of the monthly payment, that the loan and interest could not have been paid off within five years. I also note that V has provided evidence that it sent Mr Q a copy of the agreement and a welcome letter in 2012, and an annual statement in August 2013, which all showed the ten year repayment term. Mr Q said that he did not receive these documents. But V’s contact notes show that Mr Q spoke to V in August 2012 about a settlement quote. So, I consider that it was more likely than not that Mr Q knew V’s details from one of the items V had sent him. Overall, it is difficult for me to know for certain what was discussed when Mr Q signed the loan agreement. But, I cannot safely conclude that there is enough evidence that he was misled. So, I do not find that BGNHL has done anything wrong in rejecting Mr Q’s claim.

**My decision is that I do not uphold this complaint.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr Q either to accept or reject my decision before 13 April 2015.**

*Roslyn Rawson*

*ombudsman at the Financial Ombudsman Service*

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

**ombudsman notes**

### **what is a final decision?**

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

### **what happens next?**

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.