

## **complaint**

Mr J complains that a fixed sum loan agreement that he used to pay for some replacement doors and windows was mis-sold to him by Anglian Windows Limited. He's being helped with his complaint by his son.

## **background**

Mr J agreed in February 2013 for some replacement doors and windows to be installed at his home by Anglian Windows. He signed a purchase order, paid a deposit of £49 and agreed to pay the balance of the cost by a credit agreement. He also signed a fixed sum loan agreement with a third party and an illustration form. Mr J says that he thought that the credit agreement was for five years but discovered in 2018 that it had a ten year term. He complained to Anglian Windows that the credit agreement had been mis-sold to him. He wasn't satisfied with its response so complained to this service.

The adjudicator didn't recommend that this complaint should be upheld. She said that the credit agreement that Mr J signed clearly states that the loan is for 120 months and that by signing it he agreed to the terms and conditions set out in the agreement.

Mr J has asked for his complaint to be considered by an ombudsman. He says, in summary, that he wasn't told that the finance agreement was with a third party until it was too late, he understood that the agreement was for five years and he offered to pay for the windows in full but was conned into paying £13,000 for them.

And his son says that Mr J was persuaded by Anglian Windows' representative (who no longer works for it) to pay it as a "*gold standard customer*" and not to pay for the windows upfront. He says that his father has been ripped off and conned by Anglian Windows.

## **my findings**

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

Anglian Windows has provided the following documents which were signed by Mr J in February 2013: a purchase order, an illustration form and the loan agreement; and it's also provided a letter that was sent to Mr J at that time.

The purchase order shows that Mr J had agreed to buy replacement doors and windows for £5,500 and that he paid a deposit of £49. The full cost of them was £6,378 but Mr J was given a discount of £878 because he was a gold account customer. Boxes on the form had been ticked to show that the gold account had been fully explained to him and that he wanted to use it to pay for his windows and that the full costs associated with the credit agreement were contained in the agreement.

The illustration form shows that Mr J was to make 120 payments of £108.20 but it also said that he could pay back more than that each month which would reduce the amount of interest and the number of payments that he was to make. And it showed an alternative example under which he paid £202.81 each month for 37 months.

The loan agreement was with a third party – and the name of the third party was clearly set out in the agreement multiple times. So I consider that Mr J knew, or ought reasonably to

have known, that the loan agreement was with the third party. And the loan agreement clearly set out the amount of credit that was being provided, the interest and fee that were payable, the total amount that was payable and that Mr J was to make 120 monthly payments of £108.20. I consider that the agreement clearly set out all of the required information and that, by signing the agreement, Mr J accepted its terms.

Mr J says that he offered to pay for the windows upfront. But if he'd done so, I consider it to be more likely than not that the gold account discount of £878 wouldn't have been available to him. Anglian Windows also sent a letter to Mr J which showed that he could make additional lump sum payments to pay off the loan in full in thirteen months. And I consider that the letter showed that he could take out the credit agreement so benefit from the gold account discount but make lump sum payments so that he'd only pay a total of £5,937.63 and that the agreement would be repaid in thirteen months.

But Mr J has only paid £108.20 each month and hasn't made accelerated or lump sum payments. And if he continues to pay £108.20 each month the agreement won't end until 2023.

I'm not persuaded that there's enough evidence to show that agreement was mis-sold to Mr J by Anglian Windows. I sympathise with Mr J as it seems that he may have misunderstood the payment arrangements. But he signed the loan agreement and agreed to make 120 monthly payments of £108.20. So I find that it wouldn't be fair or reasonable for me to require Anglian Windows to arrange for the term of the agreement to be reduced, to pay any compensation to Mr J or to take any other action in response to his complaint.

### **my final decision**

For these reasons, my decision is that I don't uphold Mr J's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 5 December 2019.

Jarrold Hastings  
**ombudsman**