

complaint

Mr C says that British Gas New Heating Limited mis-sold him a loan agreement.

background

In March 2013, Mr C was at his friend's house when his friend was told that she needed a new boiler. He says the sales representative told his friend she was unable to get finance and would need a guarantor and then asked him if he would vouch for his friend. Mr C says he agreed and signed a document on the sales representative's laptop but that he thought he was signing to confirm that he knew his friend. He says he didn't know he was signing a loan agreement.

Mr C says that the type on the laptop screen was small and so the sales representative went to his car to print a copy, however he then returned saying that his printer was broken. Mr C says that he was told the paperwork would be sent to him at a later date. Mr C says that no paperwork was provided and so he wasn't given a cooling off period.

British Gas says that it contacted the finance provider and it said that Mr C had been sent the relevant documents in March 2013. It also said that based on the contact between Mr C and the finance provider, it did not accept that Mr C was unaware that he had entered into a loan agreement. British Gas says that the sales representative would have explained to Mr C that the loan would be in his name and that if the householder defaulted on the payments, he would be responsible for them. It said that the information on the screen was clear about what Mr C was signing and that Mr C agreed to this and signed the agreement.

The adjudicator did not uphold this complaint. She said that Mr C and the sales representative had different accounts of what was said at the time of the sale and that she was unable to uphold Mr C's complaint on his verbal account alone. She said that the evidence from the finance provider showed that Mr C had spoken to it about the loan agreement on more than one occasion which did not support his claim that he did not know he had entered into this arrangement.

Mr C says that the sales representative might have gone through the finance agreement with his friend but that it was not explained to him. He said that no paperwork was provided and so he wasn't given the cooling off period.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where the evidence is incomplete, inconclusive or contradictory, I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence.

Mr C says that he was not made aware when he signed the sales representative's laptop that he was entering into a loan agreement. There is a dispute about what Mr C was told before he signed the agreement. The sales representative says he explained that the loan would be in Mr C's name and that if the householder did not make payments then Mr C would be responsible for these. Mr C says that he was not told this and that he thought he was signing to confirm he knew his friend.

In this case, I find it unlikely that Mr C was not made aware that he was entering a loan agreement. Mr C has said that when finance was discussed, his friend was told that she

could not get finance and that she would need a guarantor. He says he was then asked if he would vouch for his friend and he agreed and signed the laptop. While I accept that Mr C may not have been clear on what he was signing, and that he was not a guarantor, I do find that he was aware that he was entering into an agreement. The terms of this were available on the screen and while I understand Mr C has said that these were too small to read and that the sales representative was not able to print the agreement - I do find that Mr C was provided with the information he needed to make a decision.

Mr C says that he has received no paperwork about this agreement and so was not provided with the cooling off period which he would have acted on had he been made aware. The finance provider says that the documents were sent out in March 2013. I accept this happened, and while it is unfortunate that Mr C did not receive these, because they were sent to him at the correct address, I find that the business did what was required.

Also, based on conversations between Mr C and the finance provider, I find that Mr C was aware that he had entered into an agreement before he was contacted for payment.

Overall, I do not find anything to demonstrate that Mr C was mis-sold the loan agreement.

my final decision

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

Jane Archer
ombudsman