

The complaint

Ms J says Clydesdale Financial Services Limited, trading as Barclays Partner Finance, has treated her unfairly in relation a loan which paid for a conservatory.

What happened

In March 2019 Ms J contracted to have a conservatory installed. In June 2019 Ms J entered into a Fixed Sum Loan Agreement with Clydesdale to fund the building of the conservatory. The total repayable was over £89,000 and the advance which was used to pay for the conservatory was £29,000. There was an interest free period for the first twelve months, where if the advance was repaid along with certain fees the loan would be settled.

There were delays in the construction of the conservatory with the foundations being installed in May 2019. The majority of the work was completed in December 2019 although some issues remained in dispute.

Due to the delays and other issues Ms J complained to Clydesdale in July 2019 about the finance being activated as the works were not complete. In February 2020 Clydesdale responded saying the works were now complete and paying Ms J £100 for her distress and inconvenience. In December 2020 Ms J complained again which was responded to in January 2021 and Ms J was paid a further £200 for her inconvenience. However Ms J felt there was still parts of the works outstanding.

In August 2021 Ms J confirmed that she had paid a local builder unrelated to the installation to do some work in the conservatory in relation to flooring and painting. She also said in December 2021 that the conservatory installers attended her property recently and had completed all the outstanding works other than in relation to a vent which was still in dispute. In March 2022 Clydesdale said it was still reviewing Ms J's complaint. In July 2022 she chased it for a response. In September 2022 Clydesdale issued another response letter explaining it stood by its previous letters regarding Ms J's claim.

In October 2023 our investigator issued an assessment which focussed on the outstanding areas of dispute which were regarding the resolving the issue with the ventilation, the amount of lending showing on Ms J's credit file impacting her ability to borrow and that Clydesdale paid the installer before the works were complete. Ms J has responded to these elements of complaint and remains dissatisfied. Accordingly this complaint comes to me to decide.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and

reasonable in the circumstances of this complaint.

Ms J has described having to deal with substantial personal issues during the course of the events here. I'm sorry to hear this and have kept these important issues in mind whilst considering all that happened here.

Ms J has made a large number of arguments within the course of this dispute and done so in an articulate and clear manner. It is my duty to give reasons for my decision in this dispute and to do so in an informal and clear manner. Accordingly I will not address every argument or nuance to an argument that Ms J has raised. However I have considered everything she has said and supplied in coming to this decision.

This decision is solely about Clydesdale in relation to whether it did what it should have, and whether it treated Ms J fairly in consideration of her dispute with Installers. This decision isn't directly about the Installers, who are not within this Service's jurisdiction for complaints such as this.

For Clydesdale to be liable under Consumer Credit Act 1974 it has to be shown that there would be a claim against the supplier (Installers) for breach of contract either in the explicit terms of the contract or through implied terms such as those in the Consumer Rights Act 2015, or that there had been a material misrepresentation which led to Ms J losing out.

Ms J has referred to paying a separate builder to do the flooring and some painting. She accepts she's no record of invoices or contracts for this work and hasn't put forward arguments on this matter with as much investment as she's made on other areas of this dispute. I've considered the schedule of works which was part of the contract here for the installation service. I note there is no commitment here for the installers to do this work that Ms J the separate builder did. So I'm not persuaded that this is evidence of any breach or misrepresentation that Clydesdale should be responsible for.

In May 2021 Ms J set out in an email to both Clydesdale and this service a number of issues which aside from the vent I should comment on for completeness. Most of those listed were remedied by the attendance of the installers engineer which Ms J confirmed to be the case in December 2021. She points to other issues with the installation that were remedied by her builder namely an "uneven floor" and the finishing to the plastering. Ms J accepts that she's no further evidence to submit and doesn't have evidence of the work done by the outside builder. It's clear that by the time the installers did attend and fix the other work the work done by the outside builder had been completed. So the installers hadn't had an opportunity to repair any issues themselves or agree to the outside builder working on their work. I'm not necessarily persuaded such remedial work was required from what I've seen. And in any event as Ms J accepts she hasn't evidence of this and Clydesdale or the installers didn't agree to these works, so I don't think it would be fair for Clydesdale to have to contribute to this payment Ms J says she made.

Vent

Ms J has complained about the closing of a vent from her kitchen to what had been originally an outside wall but now was within the conservatory. I've looked at the contract schedule

and there is no mention of work to be done to the vent on that wall. There is reference to the installation of another vent which our investigator pointed to, and Ms J hasn't rebutted so I take it from that the new vent was installed.

With the contract there is reference to the plastering of the walls within the conservatory (including the relevant previously external wall) which has been done. I've considered the photos Ms J has provided and the relevant building regulations around conservatories and there is no requirement for provision of more ventilation other than the background ventilation and purge ventilation now in place. So I'm not persuaded there is anything done here which breaks good practice by what the installers have done. And accordingly I'm not persuaded there is any breach of contract which Clydesdale could be held responsible for.

Credit file

Ms J agreed to fixed sum loan agreement which required her to pay just under £90,000 if the loan was paid over its full term. This loan had an optional facility to repay the advance within twelve months interest free which Ms J utilised. I've not seen anything persuasive to show Clydesdale did anything wrong in its reporting of this loan considering its nature.

Ms J has said that the presence of this loan impacted her ability to re-mortgage. I'm not necessarily persuaded this is the case but even if it was it doesn't follow that reporting this loan was in itself a failing. Because clearly she did take the loan on the terms offered. And part of reporting on credit files is not only the outstanding balance of credit but also the full amount of credit available. Accordingly on all lending the total amount of available credit (or in other words the credit limits) is reported. And I can see Ms J had a number of other credit facilities and other reported issues which may impact lending decisions. So I'm not persuaded that either there was a failing in the reporting of this loan or that it unfairly impacted further lending decisions.

The advance to the installers

Ms J makes many arguments on this issue. Nevertheless there is no requirement on Clydesdale as to when it makes payment to the installers. It has a free hand to do so. This could be because it knows in such situations it has joint and severable liability to the installers in any event. So although I appreciate Ms J's logic regarding ensuring the installers do a proper job and withholding payment until she was satisfied it had done so, the reality of the situation is she could pursue a claim against Clydesdale at any point once the contract and finance were agreed for the installation. So Clydesdale could pay the installers at any point and did choose to do so. In any event Clydesdale also points to Ms J signing a satisfaction note which I've seen. So I'm not persuaded Clydesdale has done anything which requires further action here.

I appreciate Ms J is very dissatisfied with what happened here. I should note that within the terms Ms J agreed to the Installers make clear that in the event of weather and other factors outside its control it will provide its services as soon as 'reasonably possible'. It is of note that the vast majority of the work was completed prior to the onset of the Pandemic. But it is also clear that after the onset of the pandemic there were delays. But I've not seen sufficient evidence to persuade me that the installers had breached its agreed term of providing the

service within a reasonable period of time in such circumstances. Similarly I note that within the correspondence Ms J points to dealing with serious and substantial issues extraneous to the conservatory, which as I've said I'm sorry to hear about. However considering all that we know, and that Ms J explained in December 2021 that all the work was completed save her complaint about the ventilation, I'm not persuaded Clydesdale needs to do more than what has been done here already, including the payments it has already made.

I note Ms J has suggested she wishes to talk about this case to the media and that she's considered whether she can take legal action. It is my generic advice that any party considering taking legal action against any other party should first source independent legal advice at their own cost before embarking on such legal action so that they are advised and informed in making their decisions in that regard. And as for her request for advice on the position with the media it is not for this service to give consumers or businesses advice on such matters. This service is an impartial service.

I appreciate this isn't the decision which Ms J wishes to read. Nevertheless I'm not persuaded that Clydesdale, having considered her position repeatedly and having provided her redress in relation to the customer service received, has anything further to do in this matter.

My final decision

For the reasons set out above, I do not uphold the complaint against Clydesdale Financial Services Limited, trading as Barclays Partner Finance. It has nothing further to do in this regard.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms J to accept or reject my decision before 13 December 2023.

Rod Glyn-Thomas
Ombudsman