

The complaint

Mr R complains that Wren Kitchens Limited incorrectly sold him a finance agreement.

What happened

In February 2022, Mr R was in discussion with Wren regarding a new kitchen. Before the design was complete, Mr R says Wren persuaded him to pay a deposit to secure a March start date. Wren introduced Mr R to a finance company to fund the balance. Mr R says he signed the finance agreement, but a representative of Wren signed the order form for the kitchen before confirming with him that the design was complete and agreed.

Mr R complains that the finance was deliberately mis-sold by Wren. He says he didn't place an order with Wren, and it refused to deal with his complaint until a functioning kitchen was installed. But what's been installed isn't what he wanted - it was ordered by a Wren employee forging his signature.

Wren looked into his complaint. It acknowledged that its employee had signed the sales order. But it said he'd done so on behalf of Mr R who had been unable to get into the store. It said that the signed documents were sent to Mr R within a couple of hours on 15 February 2022. The kitchen was delivered on 14 March 2022 and installation began shortly afterwards. Wren said that at no time did Mr R ask it to stop the removal or installation, and he allowed remedial work to go ahead. It made offers of compensation as its employee had signed the sales contract and for issues along the way with the installation.

Mr R rejected all offers made by Wren. He said that he doesn't have a contract with Wren so is not obliged to make any payments. He acknowledges he has a finance agreement in principle with B. Mr R is seeking compensation from Wren for the problems stemming from the actions of the employee signing the order form.

As Mr R was unhappy with what Wren said, he referred his complaint to us. One of our investigators looked into it and said he didn't think Wren had acted incorrectly in arranging the finance for Mr R. He acknowledged Mr R had concerns about the ordering and installation of the kitchen but said we couldn't look into those aspects of the complaint. Wren accepted what our investigator said. Mr R didn't, he restated that he didn't order the kitchen.

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.

The rules governing our service are set out in the handbook of the Financial Conduct Authority, specifically the Dispute Resolution section (DISP). DISP 2.3 says we can consider a complaint if it relates to an act or omission by a business carrying out regulated activities. The regulated activity in Mr R's complaint is credit broking. In simple terms, a credit broker helps a customer to get finance by introducing them to a lender.

Mr R's complaint has a number of strands around the sale of the finance (credit broking), the

design and supply of the kitchen and the service provided by Wren. Many of the issues he's raised – such as the design of the kitchen not being accurate or what he wanted – are out of the scope of what I can consider as they aren't regulated activities. The only aspect I can consider is Wren's role as a credit broker.

Mr R has acknowledged he went into Wren's store with the purchase of a new kitchen in mind. He spoke with a representative who produced a design, and an application was made for finance to cover the cost. The finance was agreed for the value of the kitchen set out in the design (less a deposit). At this stage, Mr R was aware he'd not signed an order for the actual goods, but he went ahead and signed the finance documents.

Mr R has acknowledged that he signed the finance agreement – that isn't in dispute. But he says he didn't agree to the purchase of the kitchen, and it isn't disputed that he didn't sign the order form. For the reasons I've explained however, I can't look into the sale of the kitchen – only the finance.

It's clear from Mr R's testimony and his actions, that he had intended to buy a kitchen and wanted to use a finance agreement to pay for it. Wren, acting as credit broker, took his details and arranged finance for him. Mr R accepted the terms of that finance and signed the paperwork. So I think Wren has fulfilled its role as a credit broker carrying out the regulated activity of credit broking. I've not seen anything which leads me to think Mr R was unaware of the finance or didn't want it.

Mr R has pointed out he signed the finance agreement prior to the order for the kitchen being signed in his name. While the finance was agreed for him at that stage, it wasn't drawn until the kitchen had been installed. If he'd not wanted the finance (or the kitchen) he could have prevented the work from taking place by refusing delivery of the goods or refusing the fitters entry to his home.

I appreciate Mr R is unhappy with how the sale of the kitchen was conducted so my decision will come as a disappointment to him. I simply have no power to look into the sale of the kitchen for the reasons I've already explained.

My final decision

For the reasons set out above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 23 October 2023.

Richard Hale
Ombudsman