

Complaint

Ms P has complained that Shawbrook Bank Limited (“Shawbrook”) rejected her claim against it under Section 75 of the Consumer Credit Act 1974.

Ms P bought solar panels for her home in March 2018. The purchase was funded by a 10-year loan from Shawbrook, and that business is therefore liable for the acts and omissions of the installer under the relevant legislation. In this case, this relates to the installer misleading Ms P into believing that the panels would be removed and re-installed during some renovation works which Ms P had planned following the installation of the panels, free of charge. Ms P is also unhappy that the solar panels have since been damaged and feels Shawbrook should also be liable for this.

Background

Ms P agreed to purchase the solar panels system in March 2018, and they were subsequently installed later that month. Ms P says she had already planned to carry out renovation works on her roof and explicitly asked the installer whether it could remove the solar panels system to allow the works to be carried out on her roof and then be reinstalled once the work had been completed. Ms P says the installer agreed to this, so she agreed to have the solar panels system installed.

Ms P contacted the installer once she needed the solar panel system to be removed. At this time the installer agreed to do this but notified her that there was a charge of £600. Ms P said she wasn't told that there would be an additional charge for this, but needing the panels to be removed, she paid the installer an additional £600. The installer removed the panels in January 2019 and left the solar panels in Ms P's garden.

In May 2019, the installer visited Ms P's property to re-install the solar panels. But it said that, as the roof works hadn't been completed and the scaffolding had been adjusted, it was unable to re-install the solar panels.

In October 2019, the installer visited Ms P's property once again and noted that the solar panels were damaged, and the electrics had been removed – so again they were unable to re-install the solar panels.

Ms P's complaint was considered by one of our investigators. He thought the complaint should be upheld in part. He felt the installer was made aware of the planned renovation works, and it had agreed to remove and re-install the panels – so it ought to have made it clear to Ms P whether there was an additional cost for this. So, he felt the £600 Ms P had paid should be refunded. He also felt that the time taken for Shawbrook to deal with her complaint was unreasonable and recommended £100 compensation for this.

However, he didn't agree that the installer (and therefore Shawbrook) was responsible for storing the solar panels during the renovation works and were not therefore liable for the damage that they suffered during this time.

Ms P has complained she has experienced financial difficulties throughout this process, but our investigators felt Shawbrook had offered to suspend her payments. So, he didn't think Shawbrook had treated her unfairly.

Shawbrook accepted our investigator's findings and agreed to refund the £600 removal and reinstallation fee it charged. It also offered to pay 8% interest in top as well as the £100 compensation for delays in complaint handling.

Ms P did not accept our investigators view of the complaint. The solar panels system has still not been re-installed while she is continuing to maintain the payments under the loan agreement. Ms P re-iterated that Shawbrook should be held responsible for the damage done to the solar panels as they were the professionals so should have ensured they were stored properly.

As the matter could not be resolved, it has been passed to an ombudsman for a final decision.

My findings

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

Having carefully considered everything provided, for the same reasons as those explained by the investigators, I uphold this case in part and I explain why below.

Removal and re-installation

Ms P has consistently said that she had already planned the renovation works when she was sold the solar panels and has submitted plans from around the time of sale supporting this. So, I think it's likely Ms P would have enquired whether the solar panels could be safely removed and re-installed during the renovations before proceeding with the sale. While the installer has accepted that it did discuss this during the sale, it added that it had never agreed to carry out the works for free.

But as explained by our investigator, this was an essential part of the sales discussion and something I think Ms P would likely have been concerned about. If there was an additional charge for this, the installer should have made it clear to Ms P so she could make an informed decision whether to proceed with the purchase of the solar panels fully aware of the cost of doing so.

However, Shawbrook has now agreed to refund the cost of this, including interest and I don't think it needs to do any more regarding this particular issue.

Storage and damage to the solar panels

I've thought carefully about everything Ms P and Shawbrook have said and submitted. I haven't seen any evidence that the installer ever agreed to store the solar panels for Ms P. The installer has made a note after removing the panels from Ms P's roof that that all the kit had been left on site. I've seen pictures of the panels in Ms P's garden and they are visible – so I think Ms P was fully aware they'd been left on her property.

I've considered Ms P's view that the installers are the professionals and therefore they ought to have stored them correctly. But as explained above, I haven't seen any evidence that they'd agreed to store them for her, and she was aware that they'd been left on her property. Any damage done to them was done on her property while they were in her care – if Ms P

required assistance in storing them to prevent damage, she ought to have contacted the installer for further assistance.

Based on what I've seen, it looks like the solar panels have been placed in the garden and the garden has since been left in a state of disarray. As the damage was done during a period where the installer had no control or oversight, I don't think the installer (and therefore Shawbrook) can be held responsible for the damage they've suffered.

Financial difficulties

I understand Ms P has said she's suffering from financial difficulties and asked for her payments to be stopped but this has not happened.

As explained by our investigator, I can see from Shawbrook's call records that it offered to suspend her payments while the investigations were ongoing, but this offer was declined. The note records that Ms P didn't want her credit file to be affected by any arrears accruing.

While I appreciate Ms P's recollection is somewhat different, I can't see any evidence of an error here. However, the obligation on a financial business to be supportive of consumers is ongoing, so if Ms P is still experiencing financial difficulties, she can contact Shawbrook to discuss a way forward.

Summary

Having carefully considered the evidence provided by all parties in this complaint, I'm satisfied that Ms P should not have been asked to pay for the removal and re-installation of the solar panels. However, I don't think the installer (and therefore Shawbrook) ever agreed to store the solar panels for Ms P so it isn't liable for the damage they suffered during the renovation work.

My understanding is that the solar panel system has still not been re-installed while Ms P is making payments under the loan agreement. Ms P should contact Shawbrook to discuss her options and agree a way forward.

I can see Ms P's complaint has been ongoing for some time and I agree with our investigator's view that Shawbrook should pay £100 compensation for the trouble and upset caused.

Putting things right

I order Shawbrook to refund the £600 charge Ms P paid for the installation and removal of the solar panels, plus interest at 8% from the date she paid it until the date of settlement. And as noted above, it should pay her £100 compensation for delays in complaint handling.

My final decision

For the reasons I've explained, I'm upholding Ms P's complaint in part. Shawbrook Bank Limited should put things right in the way I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 10 May 2022.

Asma Begum
Ombudsman