

## **The complaint**

Mr W is unhappy that Nationwide Building Society won't refund him for repair works carried out on products he purchased for his solar panel system.

## **What happened**

In 2012, Mr W purchased a solar panel system. The supplier ceased trading and Mr W started to receive a number of phone calls from other solar companies offering health checks on his system. In 2021, Mr W invited a company I'll call 'E' to undertake these checks.

E told Mr W that to enhance the performance of the panels, he would need 'solar edge' along with optimisers and a new inverter. Mr W says he was told:

- the solar edge would enable more energy generation from each panel by mitigating the power losses that result from the mismatch between the panels.
- the optimisers would ensure each panel was monitored.
- the inverter would encourage the system to produce more energy.

Mr W says E told him the above would considerably improve his 'Feed-In Tariff' and reduce his energy bills. And that having a battery storage unit fitted would enable him to store energy that wasn't being consumed by his house which would be released later in the day thus reducing the drawdown from the grid.

Mr W agreed to purchase these products and have them installed by E. He paid them a total of £6,174.85 using his Nationwide credit card. Mr W contacted E following the installation of the products, to say these hadn't been installed correctly. He also mentioned that the battery storage unit didn't work, the optimisers couldn't be monitored and there were faults with the system. Mr W tried to contact E about this but didn't get anywhere. Mr W then contacted another company that I'll call 'G' who repaired and reinstalled the products. He paid them £2,995 to do this.

Mr W contacted Nationwide to try to reclaim his money. Nationwide raised a chargeback for the £6,174.85 Mr W had paid E and this was successfully re-credited back to him. They also said they would consider a claim for Mr W under section 75 of the Consumer Credit Act 1974 for consequential losses he had incurred, including the cost of the repairs he paid to G. However, Nationwide subsequently said they didn't agree to refund anything further to Mr W. Our investigator felt that Nationwide hadn't acted unreasonably in making that decision. Mr W didn't agree and so his complaint has been passed to me for a decision.

## **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.

I'm satisfied from the evidence that Mr W has sent to us, that the work carried out by G was

to rectify E's poor installation of the products he'd purchased from them. I've seen a copy of G's invoice which essentially sets that out.

Mr W's section 75 claim is separate from the chargeback Nationwide raised, in that he could be entitled to a refund of consequential losses and other appropriate remedies from E's breach of contract. In theory, that could include a refund of the money he paid G to rectify that breach.

However, Mr W has received the entire cost of the products back through the chargeback process. If I were to direct Nationwide to refund him the cost of the repairs on top of that, he would essentially receive the products which now presumably work as intended and of which he will receive the benefit, at no cost. I don't find that it would fair and reasonable to do this.

It's possible Mr W may have a claim against the company who installed the system in 2012 if the system overall hasn't provided what was promised. I understand though that Mr W didn't pay for this using credit from Nationwide or from an account with them. Nationwide wouldn't therefore be liable for any losses Mr W wishes to claim in respect of this.

### **My final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 29 March 2024.

Daniel Picken  
**Ombudsman**