

complaint

Mrs H complains that work to replace her gas boiler, financed through an agreement with Shawbrook Bank Limited (Shawbrook), left her with a bill of nearly £400 to reconnect her gas fire. She wants Shawbrook to pay for this. She also says the customer service she received was poor and she'd like compensation.

background

Mrs H had her back boiler replaced with a combi boiler in November 2016. She financed the deal through a fixed sum loan with Shawbrook. But when the work was completed Mrs H was disappointed that:

- the engineers hadn't reinstated her gas fire. It cost her almost £400 to get this work done.
- there was a leaking radiator that cost her over £200 to get fixed as an emergency call out. This caused damage to a carpet.
- holes where pipes used to be had been left unfilled
- she received no response to a complaint to the Chief Executive and was left without heating for a week

Shawbrook refunded the emergency call out fee and arranged to have the holes filled. But they refused to pay the costs associated with the reconnection and blocking up of Mrs H's fire. They explained that this hadn't been part of the arrangement. They said that as the new boiler was now in Mrs H's kitchen it would mean running new pipe work back to her fire and blocking it back up. They said that their contract explained that blocking up was not part of the agreement and they said it wouldn't be reasonable to ask them to run new pipe work.

So Mrs H referred her complaint to this service. Our investigator agreed with Shawbrook that they could not be expected to reinstate the fire as it was a complex and costly process. But she did think Mrs H had been inconvenienced in having no hot water or heating for a week and she didn't think the actions taken so far had provided sufficient compensation, so she thought Shawbrook should pay a further £100.

But Mrs H was still unhappy and so she asked for a decision by an ombudsman.

my findings

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

I know it may disappoint Mrs H but I agree with the investigator's view and for similar reasons. I'll explain why.

I think it would be unreasonable to expect the installer to reinstate Mrs H's fire. Their terms and conditions explain that:

"... removal of the existing system does not include costs for rendering, bricking or plastering..."

So it's clear that blocking the fire back in was not to be completed.

The complete scope of works is not set out in the contract so it's difficult to establish whether the installer agreed to reinstate the fire. So I've considered what was most likely to be their understanding and what would be fair.

Shawbrook has explained what would be required to reconnect the fire and it's clear that extensive pipework would need to be laid. So I don't think that could be seen as a simple job and if it was to be completed I would have expected this to be covered separately on the contract. I understand that Mrs H may not have realised that this would be required but this in itself would not make it fair for me to insist Shawbrook pay for the work.

But I agree with the investigator when she says Mrs H has not been compensated sufficiently for the distress and inconvenience she experienced after the installers left. She didn't have heating or hot water for a week and I think it's fair that Shawbrook pay her £100 in recognition of the distress this must've caused.

my final decision

I uphold this complaint in part and order Shawbrook Bank Limited to pay Mrs H £100 to compensate her for the distress and inconvenience she's suffered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 26 January 2018.

Phil McMahon
ombudsman