

The complaint

Miss B complains that Hitachi Capital (UK) Plc won't replace a boiler which she says is faulty.

What happened

In 2019 Miss B bought a new boiler, which she paid for with a fixed sum loan from Hitachi. The boiler was provided by a third party, which sub-contracted the installation to another company. It is not in dispute that the boiler was not installed properly, as an independent report which was prepared at the end of 2019 had identified a number of faults, and so remedial works were carried out at no cost to Miss B. Hitachi paid Miss B £300 compensation for her trouble, and she accepted this as fair compensation for what had happened up to that time.

However, there is a dispute about whether the original work really resolved all of the original problems. Miss B continued to report problems with the boiler, including a leak which over time caused considerable damage to her kitchen. She told Hitachi that she was without heating and hot water at a time when she was pregnant, and this continued after she gave birth. She said this affected her mental health. She lost confidence in the boiler, and asked for it to be replaced.

Hitachi arranged for engineers to conduct further inspections, but in late 2020 Hitachi told Miss B that it was not responsible for the latest problems. Hitachi still arranged for some more remedial work to be carried out at no cost to Miss B, because of her new baby, and there have been no more problems since the latest repair, in February 2021. But Hitachi did not agree to replace the boiler or to pay her any more compensation.

Miss B brought this complaint to our service, but our investigator did not uphold it. He accepted Hitachi's evidence that the original faults had all been fixed, and that the new problems were not the result of any failings in the installation, so Hitachi was not responsible for them. Miss B did not accept that opinion, and so this case has been referred to me for an ombudsman's 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.

Having done so, I do not uphold it. I will explain why.

Legally, Hitachi is liable to Miss B for any faults with the boiler at the time it was delivered, and for any faults with the installation of the boiler. It is not liable for any faults which occurred subsequently, unless they were already developing at the time of delivery but were only apparent later. Faults which are detected more than six months after delivery are presumed to be new faults, unless it is proved that they were present all along.

The independent report in December 2019 listed six faults with the boiler, one of which was that the condensate pipe had not been fitted properly and did not conform to the relevant British Standard. Remedial work was carried out in February 2020, and afterwards Hitachi confirmed that this work had included refitting the condensate pipe. I think the £300 Hitachi paid at the time is fair compensation for that.

But at the end of March 2020, Miss B reported that the boiler had broken down again. She told Hitachi that the manufacturer's engineer had come out and carried out a temporary repair under warranty, and he had told her that the problem had been caused by the condensate pipe not having been installed properly.

Hitachi asked Miss B to obtain the engineer's opinion in writing, but this was never provided. Since Miss B was repeating what she had been told verbally by an engineer, I cannot be sure that this information is reliable or complete. The engineers Hitachi used were not employed by Hitachi but by a third party, and so they had no reason to cover for Hitachi. So I think it is fair and reasonable to base my decision on what was reported in writing by the engineers Hitachi sent to inspect the boiler, whose emails I have read, instead of on what Miss B says another engineer had told her verbally. (I will come back to what Hitachi's engineer said about the pipe shortly.)

In May, Miss B reported that she could smell gas. Hitachi sent an engineer to inspect the boiler in June, and he could also smell gas. He attributed this problem to a faulty gas valve, which needed to be replaced by the manufacturer under warranty. He did not think it was likely that the valve had been faulty when the boiler was installed, because if it had been, then it would have failed earlier.

In June, Miss B told Hitachi that the manufacturer's engineer had adjusted the valve, and he had told her that there was nothing wrong with it, and that the smell of gas had been because the original installer had failed to install a plume kit and flue. Again, Hitachi asked her to obtain this opinion in writing, but this was never done. So I accept that the valve was not faulty at the time of delivery and installation.

In July, Hitachi told Miss B that it would send an engineer to visit one more time, but after that it would not send them again unless she provided a written report from the manufacturer's engineer confirming what she said he had told her.

The result of that visit was that no issues were found. But as a precaution, due to the history of the boiler, the engineer volunteered to undertake a second inspection for free, to make sure that nothing had been overlooked. The second visit was the same. In particular, there was nothing wrong with the plume kit or the flue, which met legal standards. I accept that evidence. (Since a plume kit and flue were both present, I assume that Miss B meant that they had not been installed properly, rather than not installed at all.)

In December 2020, Miss B reported a leak, which had damaged her kitchen. By this time, her baby had been born. She asked for the boiler to be replaced.

Hitachi's engineer visited in January 2021. He identified the source of the leak as the condensate pipe, which was connected to the kitchen sink waste pipe, which was blocked by food waste which had been disposed of down the sink. This had caused a build-up of pressure, which had caused the condensate pipe to leak. For that reason, he advised that Hitachi was not liable, since this was not a fault with the installation.

Miss B denies that this is possible, since she does not dispose of waste down the sink, and she cleans it regularly. However, on the balance of probabilities I accept the engineer's findings. He had no reason to pretend he had discovered food waste which was not there.

Because I accept his diagnosis, I do not infer that the failure of the condensate pipe means that the original problem with the pipe's installation had not been fixed in February 2020.

The engineer said that connecting a condensate pipe to the waste pipe is normal and acceptable practice, but that it would usually be connected down flow of the waste, which was not the case in this instance. He recommended that the condensate pipe be re-routed. But he did not regard its current position as a fault. I have no reason to doubt what he says.

I accept Miss B's argument that it was not foreseeable by her that food waste in the sink would lead to issues with the boiler. But the leak was not the result of a problem with the boiler, or with the installation of the boiler, or the pipe, when the boiler was installed in 2019, which means that Hitachi would not be liable for it.

The engineer also said that his company had not supplied the pipe, and that they only guarantee their workmanship for six months, so as the pipe had been re-fitted more than six months earlier, any repair would be chargeable. Nevertheless, Hitachi arranged for the work to be done and paid for this itself, without passing the cost (£600) on to Miss B, because it regarded her as a vulnerable customer on account of the baby. I think that was a decent thing to do, and I am pleased to see that Hitachi did it.

No more issues with the boiler have arisen since. So I am satisfied that the boiler is now in good working order, and that it does not need to be replaced.

For the reasons given above, I am persuaded that the problems which occurred from March 2020 were not Hitachi's responsibility. It follows that Hitachi need not pay Miss B any further compensation.

My final decision

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 28 October 2021.

Richard Wood

Ombudsman