

The complaint

Mrs N complains about issues with the central heating system that she paid for using a fixed sum loan agreement with Clydesdale Financial Services Limited, trading as Barclays Partner Finance.

What happened

Mrs N used a fixed sum loan agreement with Barclays Partner Finance, that she signed in June 2013, to pay for a new central heating system. The cash price of the system was £2,813.33 and she agreed to make 60 monthly repayments of £73.91 to Barclays Partner Finance.

Mrs N complained to Barclays Partner Finance in August 2021 about a number of issues with the way that the boiler had been installed – including that the supplier had caused damage to her property which had resulted in issues with damp. Barclays Partner Finance said that the boiler had been installed in 2013 so Mrs N would need to provide evidence that the damage was due to poor installation or product fault. It also said that the supplier had given a five year warranty on the boiler which had expired. Mrs N wasn't satisfied with its response so complained to this service.

Our investigator didn't recommend that her complaint should be upheld. He said that Mrs N hadn't raised her concerns with Barclays Partner Finance until August 2021 and the photos of the damage that she'd provided didn't confirm how it was caused and Mrs N had declined to get an independent report to evidence her claim. He said that there was insufficient evidence to link the works completed by the supplier to the damage that Mrs N had identified or to say that Barclays Partner Finance was liable for the cost.

Mrs N has asked for her complaint to be considered by an ombudsman. She says that the work was shabby and has caused wet walls, damage to the floor in the bathroom and her foot went through the floor in her spare bedroom. She says that she was still making payments to Barclays Partner Finance when she started her complaint.

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 agree with the outcome recommended by our investigator for these reasons:

- Mrs N used credit in the form of a loan from Barclays Partner Finance to pay for the central heating system (which included the boiler) and, in certain circumstances, section 75 of the Consumer Credit Act 1974 gives a consumer an equal right to claim against the supplier of goods or services or the provider of credit if there's been a breach of contract or misrepresentation by the supplier;
- to be able to uphold Mrs N's complaint about Barclays Partner Finance, I must be satisfied that there's been a breach of contract or misrepresentation by the supplier

of the central heating system and that Barclays Partner Finance's response to her claim under section 75 wasn't fair or reasonable – but I'm not determining the outcome of Mrs N's claim under section 75 as only a court would be able to do that;

- the breach of contract about which Mrs N is complaining is that the central heating system installation wasn't of a satisfactory quality – but the installation took place in 2013 and I've seen no evidence to show that Mrs N made a claim to Barclays Partner Finance until August 2021 – which was about eight years later;
- I consider that it would be reasonable to expect any issues with the quality of the installation to have become apparent soon after the installation took place in 2013 and that it would be reasonable to expect Mrs N to have made a claim to Barclays Partner Finance soon after she became aware of any issues;
- Mrs N has provided photos of the damage that she says has resulted from the issues with the installation but Barclays Partner Finance has said that Mrs N would need to provide evidence that the damage was due to poor installation or product fault;
- Mrs N says that she can't afford to have the installation inspected by an independent expert but, given the time that has passed since the installation took place, I consider that it's fair and reasonable for Barclays Partner Finance to ask Mrs N to provide that evidence;
- Mrs N says that she was still making payments to Barclays Partner Finance when she started her complaint but Barclays Partner Finance says that the loan was settled in January 2019 – and Barclays Partner Finance's liability to Mrs N under section 75 would relate to the date of the installation of the system and not the date that her loan agreement ended;
- Barclays Partner Finance says that the supplier gave Mrs N a five year warranty on the boiler but the warranty had expired by the time that she contacted it about her issues with the installation;
- I sympathise with Mrs N for the issues that she's experienced but I'm not persuaded that there's enough evidence to show that the central heating system installation wasn't of a satisfactory quality or that those issues have been caused by a breach of contract by the supplier;
- Mrs N's claim may also be time-barred under the Limitation Act 1980 but, given that I'm not persuaded that there's been a breach of contract by the supplier, I haven't considered that any further; and
- I consider that Barclays Partner Finance's response to Mrs N's claim has been fair and reasonable and I find that it wouldn't be fair or reasonable in these circumstances for me to require it to pay for any repairs to the damage that Mrs N has identified, to refund to her any of the money that she paid to it under the loan agreement, to pay her any other compensation or to take any other action in response to her complaint.

My final decision

My decision is that I don't uphold Mrs N's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs N to accept or reject my decision before 13 December 2022.

Jarrod Hastings
Ombudsman