

The complaint

Mr C is unhappy with the response he received from National Westminster Bank Plc (NatWest) following a complaint he made.

What happened

In June 2023 Mr C paid a company to replace his boiler. Mr C paid partly on his Natwest credit card.

Mr C later contacted Natwest. He said the installer had left the old thermostat on the wall. He felt this should have been removed, and that leaving it in place was dangerous. He hadn't been able to resolve the matter with the installer, so he wanted to make a claim under s75 of the Consumer Credit Act (CCA) for breach of contract.

Natwest looked into the matter and said that there was no evidence that Mr C's contract with the installer included the removal of the thermostat, so it couldn't uphold his complaint. As Mr C remained unhappy, he brought his complaint to this service.

Our investigator explained that she didn't think she could ask Natwest to do anything further. There was no evidence that the original thermostat should have been removed at the time of the installation.

Mr C didn't agree and asked for a final 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.

In considering what is fair and reasonable, I need to take into account the relevant rules, guidance, good industry practice, the law and, where appropriate, what would be considered to have been good industry practice at the relevant time.

Section 75

The general effect of s75 is to make the provider of any credit jointly and severally liable where there is a case of misrepresentation or breach of contract by the supplier of goods or services financed by the credit, provided certain conditions are met.

One of the conditions is that there is a direct relationship between the debtor, the creditor and the supplier. As Mr C paid through his Natwest credit card this requirement is satisfied. Mr C has argued that the failure to remove the thermostat is a breach of the contract that he had with the boiler installer.

I've looked at the paperwork Mr C has supplied, which sets out what he could expect when his new boiler was installed. Whilst this covers the removal of the old boiler, and the installation of the new wireless programmer there is no mention of removing the existing

thermostat, or of any “making good” of the general installation area. So, there’s no evidence that the removal of the original thermostat was part of the contract.

Mr C has also said that he thinks that leaving the original thermostat meant the job was not completed safely or professionally, and the thermostat and associated wiring could be dangerous.

Whilst not necessarily explicitly mentioned in a contract, I agree that it is reasonable for a consumer to expect any work carried out will be done to professional standards and their property left safe. However, whilst Mr C feels strongly that the remaining thermostat could be dangerous, he has not supplied any evidence to support that position. And from my own research and understanding, I’m not persuaded that an obsolete thermostat presents any risk. So, I don’t think that that leaving the original thermostat in place represents any failing of care or skill on the part of the installer.

My final decision

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr C to accept or reject my decision before 20 September 2024.

Sarah Holmes
Ombudsman