

The complaint

Miss P complains that the installation of a new boiler at her property, financed by a fixed sum loan agreement provided by Clydesdale Financial Services Limited trading as Barclays Partner Finance (BPF), wasn't undertaken with reasonable care and skill.

What happened

Miss P entered into a fixed sum loan agreement with BPF in October 2020 to finance a new boiler at her property. The loan was for £3,123 repayable over 24 months with monthly repayments of around £130 and had a 0% interest rate. Miss P said there were several issues with the installation including, issues with the pipework not being adequate for the boiler, brickwork not matching, the size of the boiler, boiler controls missing, whether a system cleanse took place and a lack of a refund for pipework not used.

Miss P raised her concerns with the supplier and then with BPF.

BPF said that Miss P contacted it in February 2023 to say her boiler hadn't been installed properly and it raised a claim under Section 75 of the Consumer Credit Act 1974. In June 2023, BPF issued a claim outcome awarding Miss P £75 for the inconvenience caused by the claim. It said that the supplier had said the goods had been installed in line with the contract and that Miss P's case had been referred to an independent company.

Miss P referred her complaint to this service. She said that BPF hadn't fully investigated her Section 75 claim and hadn't provided the service it should have. BPF issued a final response letter dated 30 April 2024. It said it had reviewed Miss P's claim and the outcome provided by the supplier and as it believed the outcome provided to Miss P was fair and reasonable her case was closed. It noted Miss P's comment about the time she waited for an outcome but said that it believed the investigation warranted the amount of time taken and reiterated that it believed the correct outcome had been provided.

Our investigator considered the evidence provided and didn't uphold this complaint. He noted that Miss P had raised a Section 75 claim and explained that for this to be upheld he would need to be satisfied that there had either been a misrepresentation or breach of contract and that BPF's response to Miss P's claim wasn't fair or reasonable.

Our investigator acknowledged Miss P's comment that the installation of the boiler wasn't of satisfactory quality. He considered the timeline noting that the installation took place in October 2020, a landlord check was carried out by the supplier in 2021 which found no issues and that the supplier addressed Miss P's concerns in its final response of 12 August 2022. He said the supplier had said that only one part of a brick was removed and replaced by cement to allow for the new flue and that the system cleanse was a minimum requirement for the warranty, so it was satisfied this was undertaken. Our investigator said that the onus was on Miss P to evidence that there had been a breach of contract and in this case, he didn't think he had enough evidence to say that a breach had occurred. He said that if further evidence, such as an independent report was provided, this could then be considered.

Our investigator noted Miss P's comment about the time taken to deal with her claim. He

noted that claims are required to be handled in a reasonable timescale and that BPF had awarded Miss P £75 for the inconvenience caused. He thought this reasonable.

Miss P asked for her case to be referred to an ombudsman. She said the boiler installation and subsequent re-work were undertaken without reasonable care and skill which was a breach of contract for which BPF was liable. She said that the work in June 2022 by the supplier's subcontractor and the safety inspection in June 2023 where defects were found were undertaken at her request and not instigated by the supplier. She said the rectification work needed was for the pipes to be brought internally and concealed between the ceiling and first floor; the boiler to be moved away from the side wall so the boiler lid can be closed and the brickwork to be redone to match the existing brickwork.

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 am sorry to hear of the experience Miss P has had when having a new boiler installed. I appreciate that she isn't happy with the work that was undertaken. This complaint is against BPF and whether it did anything wrong, or treated Miss P unfairly when she raised her Section 75 claim.

Miss P had a new boiler installed in October 2020, financed by a loan agreement with BPF. She contacted BPF in February 2023 saying that the boiler hadn't been installed correctly at which point a Section 75 claim was raised. I find this a reasonable response to the claim Miss P raised.

BPF issued an outcome to Miss P's claim dated 16 June 2023. It said that all the goods had been provided in line with the sales order and cosmetic repair to the brickwork completed. It noted that a refund had been issued for surplus piping and although the supplier believed the thermostat had been provided this was reimbursed as a gesture of goodwill. It said the size of the product had been provided in line with the industry standards and flushes were completed. BPF arranged for a payment of £75 for the distress and inconvenience Miss P had been caused by needing to raise a claim.

For a claim to be upheld under Section 75 there would need to be evidence that either a misrepresentation or a breach of contract had occurred. I have looked at the quote provided to Miss P and this sets out that Miss P's existing boiler will be replaced with a new boiler, all connecting pipework installed and any flue related building work undertaken. It sets out the details of the pipes, heating controls and other related goods that will be provided and that an electrician will be onsite to connect the boiler in line with the required regulations. I do not have anything to show that the goods or works outlined in the quote were misrepresented. I appreciate that Miss P said the heating controls weren't provided and while this was unable to be confirmed, Miss P received a refund for the thermostat and timer, and she also received a refund for the unused piping. I find this a reasonable resolution to these issues.

Miss P's claim is that the boiler wasn't installed with reasonable care and skill and as such there was a breach of contract. The installation was in October 2020. An annual landlord's safety check took place in October 2021 which didn't raise any concerns.

In June 2022, Miss P had a new kitchen fitted and said the builder found that the incorrect piping had been used to connect her boiler. The supplier returned to Miss P's property and the piping was changed but this was installed externally rather than internally as Miss P said she had been told would happen. The supplier has said that when it returned to Miss P's property in June 2022, the boiler had been decommissioned and the gas and water had

been disconnected. As a gesture of goodwill, the supplier recommissioned the boiler and the gas supply was reconnected to the pipework and all compliance checks carried out. So, while I note the issues Miss P raised in regard to the pipework, action was taken to address this. I understand that Miss P isn't happy with the pipework being installed externally but I have no evidence that a different approach was agreed or that the current installation is a breach of contract.

Miss P said that brickwork didn't match but the supplier confirmed in its August 2022 response that only one part brick was removed and replaced with cement to allow for the flue. The supplier also confirmed that the boiler provided was based on the property assessment and that a system cleanse was required as part of the warranty and as this was signed off it could be assumed this happened.

Miss P had an inspection carried out in June 2023. It found that the pipework sleeve wasn't sealed and so wasn't in accordance with the standards. The inspection said it had written to the supplier about this. Another defect was identified but this was recorded as not being attributable to the supplier. All other tests recorded satisfactory results. I note that Miss P has provided copies of emails she has sent to the supplier about the rectification work, and it appears that a visit happened in July 2023 to follow up on the work. I can see Miss P has tried to get confirmation of the actions taken at that time, but this hasn't been provided. While I appreciate this is frustrating for Miss P, taking everything into account, and without further evidence to show that the boiler installation hasn't been undertaken with reasonable skill or care, and that any identified issues haven't been resolved, I do not find that I have enough to say that BPF was wrong not to uphold Miss P's Section 75 claim.

I note Miss P's comment about the time taken to deal with the claim. She raised her claim in February 2023 and received an outcome in June 2023. While I appreciate this issue has taken time, the claim needed to be investigated. In this case, BPF paid Miss P £75 for the inconvenience she had been caused which I find to be a reasonable response.

To reiterate, the complaint being considered isn't the same as the claim about the goods or services supplied under the contract, or about any misrepresentation on the part of the supplier. Rather, it's about whether - and how - BPF has acted given its obligations under Section 75. In this case, based on the evidence available, I do not find that BPF was wrong in the action it took in response to the claim and therefore I do not uphold this complaint.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 3 March 2025.

Jane Archer
Ombudsman