

The complaint

Ms L complains about the management and administration by A Shade Greener (Boilers) LLP ("ASG") of an agreement she entered in to with it in 2014 for a boiler.

What happened

Ms L entered into an agreement with ASG on 3 April 2014 for the supply and installation of a boiler.

Under the terms of the agreement, everything else being equal, Ms L undertook to make 168 monthly payments – of various amounts – totalling £7,258. This was broken down as £2,535.52 for the "equipment" and £4,722.48 for the "maintenance and service" for the term of the agreement [of 168 months].

On 9 February 2024 ASG issued Ms L with a default notice. Under cover of this notice ASG advised Ms L that she was £957.09 in arrears having failed to make payments due to it in breach of terms 10 and 12 of her agreement.

Following the above notice being issued, Ms L complained to ASG that:

- She had been charged for a callout and a repair in April 2021 which she shouldn't have been.
- She had to wait 8 days for an engineer to come and undertake a repair to her boiler.
- She is/was being charged for an annual service (and maintenance) in contradiction of term 8 of the agreement.
- Her handwriting on the original agreement signed on 3 April 2014 is different to that on a copy sent to her by it recently.
- She has been shown no understanding or compassion in recent years, a period of time in which she has been struggling financially.
- She had been unnecessarily questioned about a fault report she had made.
- It had failed to provide necessary documentation to allow the maintenance and service aspect of the agreement to be cancelled.
- It had failed to provide details of what she still owed under the agreement and why.

In April 2024 ASG responded to Ms L advising her that it wasn't addressing her complaint about being charged £188.40 for a callout and repair in April 2021, as this complaint had already been considered by our service and a final decision in respect of it issued (in June 2022), and advising her that it wasn't upholding the other aspects of her complaint.

In May 2024, and unhappy with ASG's response to her complaint, Ms L referred it to our service for investigation.

Ms L's complaint was considered by one of our investigators who came to the view that it shouldn't be upheld.

Ms L disagreed with the investigator's view so her complaint has been passed to me for review and 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 can confirm that I've come to the same overall outcome as the investigator and for broadly the same reasons. There is also very little I can usefully add to what has already been said.

For the avoidance of doubt I would like to make clear that I'm not considering in this decision Ms L's complaint about being charged £188.40 for a callout and repair in April 2021. This is because this complaint has already been considered by our service and a final decision in respect of it issued (in June 2022). I will also not be considering any complaint raised by Ms L after April 2024 because, as pointed out by the investigator, any such complaint needs to be raised as a separate and new matter with our service after ASG has had the opportunity to consider it.

I would also like to make clear that I've read the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point or particular piece of evidence, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome. Our rules allow me to do this, reflecting the fact that we are an informal free service set up as an alternative to the courts. I also note that Ms L has suggested, in her most recent contact with our service, that she might like the opportunity to discuss her complaint with me (as the ombudsman deciding her case) by telephone. But I'm satisfied that I can decide this case without this being necessary.

For ease I will address each of Ms L's concerns as raised by her in April 2024, addressed by ASG in the same month and commented on by our investigator in March and May 2025.

8 day wait for an engineer to come and undertake a repair to the boiler

Term 9 of Ms L's agreement states:

"The Company will provide a 365 day repair callout to the Consumer and in the event of a callout, the Company warrants to the Customer that:-

If the Company receives an emergency repair call from the Customer on any day, a technician will endeavour to arrive at the Property to check the Equipment before the end of the following day.

If the Company receives a non-emergency call from the Customer the Company shall use its best endeavours to arrive at the Property to check the Equipment within 72 hours of the request being logged."

The above doesn't place ASG under an obligation to come and undertake a repair before the end of the following day, or within 72 hours of a request being logged. What it obliges ASG to do is to try its best to come and undertake a repair before the end of the following day, or within 72 hours of a request being logged. And with this in mind, and having regards to what both parties have said on this point, I'm not persuaded that ASG failed in its term 9 obligations to Ms L.

cost of annual service

Term 8 of Ms L's agreement states:

"The Company will arrange to keep the Equipment in good repair, condition and working order for the Term and will provide an annual service free of charge to check the effectiveness of the Equipment and shall furnish any and all parts, mechanisms and devices which are required to keep the Equipment in good working order during the Term."

Ms L submits she isn't/wasn't getting a free annual service because she is/was required to pay ASG under the agreement £4,722.48 for maintenance and service. However, I disagree with Ms L's understanding on this point.

In my view reference to a free annual service under term 8 could and should reasonably be interpreted, in the particular circumstances of this case, to mean that Ms L wouldn't be charged each year for a boiler service (after one had been completed) because she had purchased (upfront) a maintenance and service 'package'.

I don't underestimate Ms L's strength of feeling on this point but given what I say above I'm not persuaded that ASG failed in its term 8 obligations to Ms L.

difference in handwriting

ASG has explained why there might be a difference in the handwriting on the two agreements, an explanation that I find both plausible and persuasive. But in any event I've seen no evidence that the agreement terms differ between the two agreements in question. So I can't see any reason why both parties couldn't and shouldn't be bound by them. Because of my view in this respect I don't uphold this aspect of Ms L's complaint.

treatment whilst in financial difficulties

Ms L says ASG has failed to treat her with understanding and compassion in recent years, a period of time in which he has been struggling financially. But I disagree. I say this because I can see that ASG agreed to reduce (and reduced) Ms L's monthly payments on three separate occasions between 2021 and 2024 from over £45 a month to £25, then £20 and finally to £15. Furthermore, although I appreciate Ms L has concerns over how much she still owes ASG I've seen nothing to suggest that this figure has been calculated incorrectly. Because of my view in this respect I don't uphold this aspect of Ms L's complaint.

being unnecessarily questioned about a fault report made

ASG says that its line of questioning in respect of this reported fault was appropriate and reasonable. And having considered everything the parties have said and submitted on this point I can confirm I'm in agreement. But in any event given that this reported fault was repaired at no cost to Ms L in under two weeks I'm not persuaded that ASG need do anything further in this respect. Because of my view in this respect I don't uphold this aspect of Ms L's complaint.

failure to provide necessary documentation to allow the maintenance and service aspect of the agreement to be cancelled

ASG has confirmed why this documentation wasn't sent and I find its submissions in this respect to be both plausible and persuasive, that being Ms L was disputing what she still owed and the exact financial benefit cancelling the maintenance and service aspect of the agreement would have. But, in any event, it's my understanding that the maintenance and service aspect of the agreement has now been cancelled, something (together with Ms L's recent payment history) might mean she is no longer entitled to an annual service. So with all the above in mind I don't uphold this aspect of Ms L's complaint.

breakdown of what is still owing under the agreement and why

I've reviewed what ASG has provided Ms L in respect of what she still owes and why and I'm satisfied it has provided everything it can reasonably do so, or what I would expect it to provide. So I don't uphold this aspect of Ms L's complaint.

In summary I'm simply not persuaded ASG has done anything wrong in respect of this complaint or that it need do anything further in respect of it.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms L to accept or reject my decision before 30 June 2025.

Peter Cook
Ombudsman