

The complaint

Mr K complains that the water softener he acquired from Harvey Water Softeners Limited (HWS) became defective prematurely and began to leak. This caused significant damage to his kitchen.

Mr K has brought this complaint through a representative, but for ease of reading I will refer to Mr K throughout.

What happened

In July 2015, Mr K entered into a hire agreement with HWS to acquire a water softener. The total quoted price for this was £1,500.60 with monthly rental payments of £39.95. The water softener was subsequently installed in November 2015.

In December 2016, HWS says that Mr K decided to purchase the water softener. It therefore provided Mr K with a six-month interest free payment plan. Under this plan Mr K was required to make six monthly payments of £176.86. HWS says at this point the rental agreement was cancelled. The payment plan was fully repaid in 2017.

In September 2023, Mr K returned from holiday and found his kitchen flooded due to the water softener leaking. This was reported to HWS, and it says an engineer was sent to inspect the water softener. HWS has explained that following the inspection the engineer recommended a replacement upgraded water softener. HWS offered £200 as a gesture of goodwill.

Unhappy with this Mr K referred his complaint to the Financial Ombudsman Service. One of our investigators explained that as Mr K had entered into a regulated hire agreement, the complaint was one we could consider. However, they didn't think it was one that should be upheld. They said insufficient evidence had been provided to show the water softener was of unsatisfactory quality. Mr K didn't agree and said the water softener wasn't durable and had experienced issues in 2017 as well. Therefore, given the Consumer Rights Act 2015 (CRA) it was of unsatisfactory quality. The investigator didn't agree and maintained HWS wasn't liable for anything further.

As Mr K didn't agree, the complaint has been passed to me to decide.

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 would also like to point out I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, 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.

In looking at this complaint I'm doing so as the complaint arises from the hire agreement entered in July 2015. Looking at the hire agreement it appears to have been a regulated hire agreement and therefore one which this service has the power to consider a complaint about. I understand HWS initially disagreed with this but seems to have accepted the

investigators explanation as to why we can look into the complaint. For the avoidance of doubt, I agree with the investigator.

I also wanted to clarify that I can see that the CRA has been referenced here as being relevant. The CRA didn't come into effect until October 2015. The hire agreement here was taken out before that, so it would be the Sale of Goods Act 1979 that applies. But like the CRA, the Sale of Goods Act 1979 also implies that goods must be of satisfactory quality. So, looking at thing under the Sale of Goods Act 1979 instead of the CRA doesn't materially changes things here, as the consideration is the same. And that consideration is whether the water softener HWS supplied was of unsatisfactory, including on the basis it wasn't sufficiently durable.

The water softener was installed in November 2015 and appears to have worked without issue until a leak occurred in late 2016. Following the leak and the damage that caused, repair work was carried out in 2017. It isn't clear here there was a fault that caused the initial leak in 2016. But if there was a fault that developed around a year after the install, then I'm satisfied this was remedied by HWS carrying out the repair. I'm satisfied the repair a was success, as the water softener then worked without issue from 2017 until September 2023. So, I don't believe the issue with the second leak is connected to the repair in 2017. If it was, I would've expected it to happen significantly sooner.

Mr K says given the nature of the issues with the water softener and the most recent one resulting in it needing to be replaced, it wasn't of satisfactory quality. He added HWS advertised its water softeners last between 10-15 years with minimal maintenance required. In this case the water softener lasted around eight years before the second leak occurred, so Mr K says it wasn't durable.

I acknowledge Mr K has said HWS water softeners are advertised as lasting between 10-15 years and provided a screenshot from a Culligan Harvey's that confirms this. I understand Culligan Harvey acquired HWS in December 2018. I've not seen anything from the time when Mr K was supplied his water softener in 2015 that confirms it would last 10-15 years.

But in any event the water softener not lasting that time frame doesn't automatically mean it wasn't durable at the point it was supplied. Here the water softener lasted around eight years which isn't too far away from the lifespan now being advertised. There are also many things that can impact how long a water softener will run for. Things like the amount its used, water quality, damage to it, salt levels and maintenance/cleaning

It isn't disputed there was an issue with the water softener that caused the leak in Mr K's kitchen. But given what's been provided here, I'm not persuaded that Mr K has clearly demonstrated he was provided with a water softener that was of unsatisfactory quality. Whether that be at the point of supply or because it wasn't sufficiently durable. And given how long the second leak occurred after supply, the onus (both under the Sale of Goods Act 1979 and the CRA) would be on him to do so. I find it more likely here that expected wear and tear of the water softener has occurred, impacted by things like I've mentioned above, rather than a fault.

I appreciate this will come as a disappointment to Mr K and his representative. But I'm satisfied HWS doesn't need to do anything further here. I understand HWS has offered Mr K £200 in compensation. I leave it up to him to contact HWS to discuss that further should he wish.

My final decision

I don't uphold Mr K's complaint against Harvey Water Softeners Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 1 December 2025.

Paul Blower
Ombudsman