

The complaint

Miss W and Mr M complain that HTG Finance Limited (“HTG”) refused to recompense them for the installation of a faulty boiler.

What happened

In January 2024 Mrs W and Mr M had a new boiler fitted to their property funded by a finance agreement provided by HTG. Miss W wrote to HTG on 6 May 2025 to complain. She said that she had not been made aware that the boiler was incompatible with their one-pipe heating system. After the installation she said the boiler ran constantly and she had no hot water for 16 months. This had proved to be expensive and two attempts to remedy the situation had not been successful. After the second attempt the heating had stopped working entirely. She said that she had not been advised clearly that the pipes needed to be upgraded. She asked HTG for compensation.

HTG responded to say that on the day of installation the fitter advised the pipes needed to be upgraded. It noted that Miss W had not made it aware of the constant hot water so it had not been able to send out an engineer. It said that the loss of heating was due to the old pipes which both it and the installer had advised Miss W to replace. It added that it took responsibility for the boiler but not the pipework.

Miss W and Mr M brought a complaint to this service where it was considered by one of our investigators who didn’t recommend it be upheld. She noted the issue Miss W and Mr M had encountered with their heating, but did not consider they had established that the fault lay with the boiler.

Miss W and Mr M didn’t agree and said the boiler did not work properly from its installation. They said that the constant running and production of constant hot water were signs of a faulty boiler. In addition they disputed that they had been advised to change the pipework by HTG and the installer had only mentioned this after the installation. Miss W and Mr M thought HTG should not have installed boiler which was incompatible with the existing pipework. Finally, they didn’t consider the installer’s notes should be relied on since he had a vested interest.

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.

When the evidence is incomplete, inconclusive or contradictory as some of it is here – I’ve reached my outcome on the balance of probabilities – that is, what I consider likely to have happened given the available evidence and the wider circumstances.

I want to acknowledge that I’ve summarised the events of the complaint. I don’t intend any discourtesy by this – it just reflects the informal nature of our service. I also want to assure Miss W and Mr M that I’ve reviewed everything on file. If I don’t comment on something, it’s not because I haven’t considered it. It’s because I’ve concentrated on what I think are the

key issues. Our powers allow me to do this.

Under Section 56 of the Consumer Credit Act, finance providers can be held liable for what the credit broker and seller say about the goods (vehicle) before the regulated credit agreement is entered into by the consumer and before the purchase is made.

This refers to 'antecedent negotiations'. This means if Miss W and Mr M entered a credit agreement for a vehicle and it turns out something they were told about the agreement by the credit broker, which induced them into entering the contract, was false, the broker can be held responsible for the actions of the broker under certain circumstances.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. Goods are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable. The legislation says that the quality of the goods includes their general state and condition, and other things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

It is clear that Miss W and Mr M had problems with their heating system after the boiler was fitted. The issues I have to address are whether the boiler was faulty or they were not made aware of the need to upgrade the pipes so that it could work properly.

I do not have access to any independent report which would have helped establish if the boiler was faulty or if the issues were due to the pipes not being suitable for it to work efficiently. The onus is on Miss W and Mr M to demonstrate that the boiler was faulty and I do not consider they have done so. Looking at the limited evidence I have been given it would appear that the issue lies with the one-pipe system in their property.

What is also not clear is what advice was given by HTG as supplier. It says the installer working for HTG told Miss W on the day of installation that the pipework needed to be renewed, but she declined to have this work done. The contemporaneous note from the installer confirms this. I cannot say what advice if any was given prior to Miss W and Mr M deciding to purchase the new boiler since neither party has elaborated on that.

The agreement signed by the parties states that HTG's obligation:

"is to install, service and maintain the Equipment with no service charges or part replacement charges except

... c. where venting, piping, wiring, plumbing, ducting and/or electrical services require cleaning, repair, replacement or installation, including to meet applicable laws or installation requirements."

It goes on to say that it is not responsible for

the operation or failure to operate of any other system in your Property, including any system connected to the Equipment (systems connected to the Equipment may include your central heating system, pipes and radiators, your gas supply meter and pipe, other gas appliances, your home electrical wiring and consumer unit, your electricity meter, and other electrical appliances);"

Nothing I have seen in the agreement refers to it being responsible for any advice on the type of boiler to be installed or whether the existing pipes would be suitable. As such I cannot safely conclude that HTG took responsibility for the decision to install the boiler or the decision not to upgrade the pipes.

I appreciate the distress Miss W and Mr M have suffered and I note they have since sold the property, but I do not consider I can uphold their 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 Mr M and Miss W to accept or reject my decision before 5 February 2026.

Ivor Graham
Ombudsman