

complaint

Mr N complains about a boiler he bought using a loan from Clydesdale Financial Services Limited trading as Barclays Partner Finance (Barclays). He says the boiler has broken down numerous times and been repaired under warranty. He doesn't think the boiler supplied was fit for purpose and may not have been new when fitted. He wants Barclays to pay for a replacement boiler.

background

Mr N had the boiler installed in late 2014 by business A. It came with a 10 year warranty – provided he had an annual service carried out.

Mr N says that almost immediately there were problems, and these kept re-occurring. That left him and his family without hot water and heating on several occasions, mainly in the winter months. All of the replacement parts and work were covered by Mr N's warranty.

Mr N complained to A. He wanted the boiler replaced. An engineer and supervisor looked at the boiler. They said the boiler was working satisfactorily in early 2018, so it wouldn't replace it. Unhappy about this, and anticipating that the boiler would break down again once winter arrived, Mr N approached Barclays and asked it to pay to replace the boiler, as he doesn't think it's fit for purpose. Mr N is able to do that under s75 of the Consumer Credit Act.

Barclays said that as the boiler was working, it wouldn't replace it. In recognition of the trouble and upset the breakdowns had caused it sent Mr N £50.

Mr N doesn't think this is fair, so he brought his complaint to us.

Our investigator said, in summary, that as the boiler was working, she couldn't ask Barclays to do more than it had. She explained that Barclays had said Mr N's complaint was upheld because it was paying him £50 for his inconvenience, rather than because it agreed the boiler wasn't fit for purpose.

Mr N says £50 isn't enough given all the trouble the boiler's caused. And he says Barclays didn't give him a chance to say that, as it just sent the £50 to his bank account.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

A went into "*administration*" some time after Mr N bought the boiler. That can happen when a company can't continue for financial reasons. However, some of A's business was sold on to another company – B – in 2017. It appears B is now responsible for Mr N's warranty, and it's undertaken some of the recent repairs. It also appears it uses the same trading name as A did – so Mr N may not have noticed the change.

I can see Mr N has had a lot of problems with this boiler, and I do understand why he's concerned he and his family will continue to have problems each winter.

We've recently been sent a list of the repairs that have been undertaken and the dates. The company operating the warranty says the problems are the manufacturer's responsibility and

it won't replace the boiler. I can't comment on that because this decision is about what Barclays should do – not B.

This is the list we've received:

21/11/14 - Leak from condensate pipe - installation fault
10/02/16 - Annual service
13/11/16 - Leaking pressure valve - warranty fault
19/09/17 - Leaking pressure valve - warranty fault
28/09/17 - Annual service
28/09/17 - Fit pressure gauge - warranty fault
22/01/18 - No heating/hot water - warranty visit
26/01/18 - Fit new PCB - warranty fault

I've thought carefully about whether a new boiler should have so many problems – and if the ones I've seen listed suggest the boiler isn't fit for purpose.

I don't think the first problem is anything to do with the boiler – it's marked as an installation fault. That's not satisfactory, but isn't something that's likely to cause future problems now it's fixed.

The next two repairs seem to be for the same part. That suggests a possible problem with a specific component rather than the boiler overall. The fourth repair was on the same day as an annual service, so I can't tell if it was done because the boiler stopped working or the engineer spotted that the gauge might be faulty. But I don't think that affects my decision. Finally a circuit board was replaced in early 2018.

I understand that since the last repair the boiler has operated satisfactorily. That suggests the final repair has resolved things for Mr N.

Whilst I agree four repairs in less than two years is a lot, I don't think it necessarily means the boiler isn't fit for purpose. And I don't think I can ask Barclays to do much more than it has. In circumstances such as these the first option for Barclays would be to repair the boiler. That's already been done by B. I appreciate Mr N's concerns that things might go wrong again, but I can't ask Barclays to compensate Mr N for possible future problems – I can only ask it to put right something that's gone wrong.

I don't think Barclays' letter was very helpful as it did say it was upholding Mr N's complaint – which was mostly about the boiler breaking down, as well as the problem of having no heating or hot water on several occasions. So I do understand why that was confusing for Mr N. Instead it appears the reason for saying it was "upholding" Mr N's complaint was because he'd been inconvenienced by having to have the boiler repaired. Barclays sent Mr N £50 to make up for that.

Taking everything into account, including the fact that repairs seem to have been done whenever Mr N reported a fault, I think this was a fair amount to pay.

I can see Mr N isn't happy that Barclays sent the £50 to his account before he got the letter about it. And I do take his point that he wasn't given an option to say whether he thought that was a fair amount or not. He doesn't seem to have contacted Barclays about that, so if he wishes to complain about this point he is free to do so. For clarity that would be a complaint

about the lack of a chance to say if he agreed with the compensation or not, rather than the amount itself.

my final decision

My decision is that I do not uphold this complaint, as I think Barclays has treated Mr N fairly.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 1 March 2019.

Sue Peters
ombudsman