

## **complaint**

Mrs F complains that Santander Cards UK Limited will not pay a claim she has made in relation to goods that she bought with her Santander credit card. She also complains about the standard of Santander's handling of her complaint.

## **background**

Mrs F bought a condensing boiler, using her credit card. After the boiler had been fitted in 2008, Mrs F called out the manufacturer's engineer 16 times to deal with a recurrent problem with leaks. The boiler was eventually fitted with a water pressure reduction value in 2012, since which time it has operated normally.

In simple terms, section 75 of the Consumer Credit Act 1974 says that, in certain circumstances, if goods bought with credit are found to be faulty then the consumer has the same claim against the provider of credit as they have against the supplier of the goods. It is on this basis that Mrs F considers that Santander should compensate her, and she has asked for a refund of the total cost of buying and fitting the boiler.

An adjudicator investigated the complaint. She noted that the boiler had been bought from the supplier for £1,150 by credit card, but that the contract had not included fitting which Mrs F had bought for £450 and paid for separately by cash. So, in dealing with this claim against Santander, we could only consider whether the boiler – rather than the fitting – had been faulty.

In summary, the adjudicator concluded that the evidence did not point to the boiler having been faulty from the outset, as Mrs F claimed. However, the adjudicator accepted that there had been delay and some duplication in Santander's handling of Mrs F's complaint, for which she recommended that Santander pay Mrs F £75.

Santander accepted the adjudicator's conclusions, but Mrs F did not. She said, in summary:

- Given that the manufacturer has not responded to all the questions the adjudicator has asked, she should not have concluded that the manufacturer is right.
- Although there has been a problem in the street with high water pressure, she is not aware of neighbours having the same problem with their boilers and the old boiler did not leak. The local authority has installed a pressure reduction value for each property.
- Given the number of engineer's visits, and the fact that they started virtually as soon as the boiler was installed, the problem cannot have been wear and tear. It is much more likely that the boiler was faulty from the start.
- The manufacturer's engineer only fitted the pressure reduction value at the end of the five-year guarantee period. This raises the question of whether he deliberately avoided resolving the problem sooner, in order to keep him in regular call-out work.
- She is thinking of contacting the press or television, if the ombudsman cannot help her.

### **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Almost six years have elapsed since Mrs F bought her boiler. That inevitably creates some difficulties in terms of obtaining and testing evidence about the fitness for purpose of the boiler at the time it was supplied.

Mrs F accepts that there were problems with high water pressure in the street, but believes that these should not have posed a problem. However, it seems unlikely that her old boiler (which she says was not affected) was of a similar type and specification to the new condensing boiler. Similarly, it is not possible to assess whether any of her neighbours had, and successfully operated, a similar specification boiler at that time without any additional pressure reduction value.

I note that, once the fitting of an additional device to regulate the pressure of water flow into the boiler was fitted, the leaks stopped and the boiler has, apparently, operated normally since then. This, taken in the context of the overall evidence provided in this case, leads me to conclude – on a balance of probabilities – that the intermittent problem was caused by the water pressure, rather than by a fault with the boiler itself.

I appreciate that Mrs F is suspicious that the installation of a water pressure reduction value was only suggested by the manufacturer's engineer at the end of the guarantee period, and considers that he should have suggested it sooner. She wonders about his motivation. However, that would not make any difference to the outcome in this case since – in the absence of the boiler being faulty – Mrs F would have no claim against Santander for that.

Like the adjudicator, I consider that there were some failings in the way Santander dealt with Mrs F and I agree that £75 represents a fair and proportionate amount of compensation in this case.

### **my final decision**

My final decision is that Santander Cards UK Limited must pay Mrs F £75.

Jane Hingston  
**ombudsman**