

## **complaint**

Mr M complains that MBNA Limited rejected his claim under S 75 Consumer Credit Act 1974 in respect of a new boiler.

## **background**

In March 2014 Mr M paid £1,000 by credit card for a new boiler for his mother's house. The payment included a power flush of the existing radiators. The boiler was installed under the Affordable Warmth Scheme and would have been free, but Mr M paid for an upgrade. Because it was supplied under the scheme the manufacturer provided a warranty for two years rather than the seven it would normally provide. Mr M complained and was given the seven year warranty. His initial complaint to the bank was about the length of the warranty, however, he was also concerned about the installation which he says resulted in not all the radiators heating properly and a lack of hot water when two showers are being used at the same time or if another tap is turned on.

The installer rectified a number of issues following installation such as repositioning the overflow pipe and adding extra corrosion inhibitor. Mr M asked another plumber for his views on his problems and he suggested three possible issues, but did not inspect the system. Mr M asked the bank for the refund of his £1,000.

It rejected his claim as it considered the increase in the warranty and the additional work carried out by the installer were a fair and reasonable response. It also said it was not aware that Mr M had asked the installer to deal with his concerns about the radiators or showers and it could not identify any additional expense incurred on fixing these faults. Finally it said that as the boiler was installed in Mr M's mother's house it did not think there was the required debtor-creditor-supplier (d-c-s) relationship for S 75 to have effect.

Mr M complained and when that was rejected he brought the matter to this service. The adjudicator did not recommend that it be upheld. She considered there was a d-c-s relationship, but that there was insufficient evidence to demonstrate that the installation of the boiler had caused the faults Mr M had claimed. She also noted that he had paid only for the boiler and the power flush, but the installation had been paid for by the Affordable Warmth Scheme. As such she did not consider that MBNA should be held responsible for covering the costs of any repairs to the original plumbing system. Mr M did not agree and said that if a proper survey had been carried out prior to installation it would have identified the need for a booster tank.

## **my findings**

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

Firstly I would say that I am satisfied that there is a d-c-s relationship here since the property is owned by Mr M and let out to his mother and he was instrumental in organising the work. However, I am in agreement with the adjudicator's conclusions.

I note the distinction that has been made between the supply and the installation of the boiler. I do not consider it as clear cut as has been suggested and the invoices provided by the supplier refer to payment for a "*contribution to Boiler installation for Out of Scope Works...*". I also consider it reasonable to assume that the installer who supplied the boiler and also fitted it would have ensured that it was compatible with the existing plumbing.

The only independent evidence I have seen regarding the problems that Mr M says have been caused by the installation is a short email from another plumber who has not inspected the system. This gives three possible causes of the problems, but as the plumber has not inspected the work he has not identified that the cause is the poor installation of the boiler. Mr M accepts the boiler works properly. Without some form of independent evidence to support Mr M's claim it is difficult to uphold his complaint.

I am satisfied that under the terms of the Affordable Warmth Scheme Mr M was only entitled to a two year warranty, but the business has given him an extended seven year one. It also addressed some of his other concerns. He says he raised the outstanding issues with the installer, but again I have seen no evidence of this. On balance I do not consider that I can uphold this 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 to accept or reject my decision before 10 September 2015.

Ivor Graham  
**ombudsman**