

complaint

Mr H complains a boiler he acquired on a conditional sale agreement from A Shade Greener (Boilers) LLP (ASGB) was incorrectly installed. He wants ASGB to refund him the money he had to pay to put things right.

background

I set out the background to Mr H's complaint in my provisional decision. In it, I also explained why I was intending to uphold his complaint. I'll summarise what I said about these points in my provisional decision, so that the relevant information is in this one document.

Mr H entered into a conditional sale agreement with ASGB on 20 January 2016 for a new boiler. The boiler was fitted on 30 January 2016. It came with ten-year parts & labour warranty, and a one-year installation guarantee.

On 2 February 2016, Mr H contacted ASGB to inform them the installation hadn't been carried out properly. He said there were parts missing and a "power flush" hadn't been carried out.

Mr H went on to make a number of further complaints about a lack of hot water and heating, which he started to notice around two years after the installation. Mr H says the system was never flushed. He also said the gas flue was fitted incorrectly and the gas cowl was letting in water.

An engineer from the boiler manufacturer visited the property in April 2018. He concluded the system needed a "full clean" and the debris was coming from Mr H's own heating system and not the boiler. ASGB declined to carry out the repair as it said the warranty only covered the boiler and not Mr H's heating system. It said Mr H would need to pay an independent engineer to look into the problem.

As Mr H continued to experience heating and hot water issues he asked an independent engineer from a company I'll call "Business A" to carry out an inspection. In August 2018, an engineer visited the property and carried out the repair at a cost of £215. He said, in his opinion, the system hadn't been flushed properly at installation.

ASGB say they did carry out a flush at installation and pointed out Mr H signed a completed installation satisfaction form and confirmation the system had been flushed. It said it didn't accept any liability for the faults Mr H experienced with the boiler as the problem lay with his heating system and not the boiler itself.

Our investigator looked into matters for Mr H. He found sufficient evidence to suggest ASGB were partly at fault. He thought, on balance, there was evidence to suggest the system hadn't been flushed properly at installation and that led to the problems Mr H later experienced. He recommended ASGB refund Mr H the cost of the repair with interest and pay £150 for the trouble and upset this matter has caused. But, he didn't find enough evidence to uphold Mr H's complain regarding the installation itself. He noted more than two years had passed before Mr H raised the issue of the gas cowl and flue - so he couldn't be certain these problems occurred at installation, as had they done so he'd have expected them to have been raised much earlier.

Mr H agreed with the investigators view.

ASGB didn't. It said it's unreasonable for Mr H to raise concerns more than 2 years after installation. It says a manual flush of the system was carried out at installation and Mr H signed to say he was satisfied with the installation. Due to the passage of time, this is now outside of the warranty and so ASGB shouldn't be held responsible.

my provisional findings

I said I'd considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I looked at all the information from both parties. I said having done so; I'm minded to uphold this complaint.

I pointed out where the information I've got is incomplete, unclear or contradictory, as some of it is here, I have to base my decision on the balance of probabilities. That is to say, what I think is more likely to have happened.

Firstly, I looked to see when Mr H started to raise concerns about the installation of the boiler. ASGB have said he didn't raise any concerns until they received a telephone call from Mr H in April 2018 so I looked closely at ASGB's contact notes.

On 2 February 2016, a few days after the boiler was installed Mr H contacted ASGB to inform them the boiler hadn't been installed properly and he hadn't had a power flush yet. On 18 February, Mrs H calls to sort out the direct debit and although she says the installation's been sorted out, she mentions a loud banging noise coming from a radiator in her son's bedroom when the heating is on.

It is then two years later in February 2018, when Mr H starts to notice frequent problems with the hot water and the heating system. When the boiler manufacturer's engineer visited him in April, after he complained to ASGB, he confirmed the issues Mr H was experiencing were due to debris in the heating system. Mr H maintains the system wasn't flushed at installation. When ASGB said the issues weren't covered by the boiler warranty Mr H then had no choice but to get an independent engineer in to fix the problem. He also concluded the problems were due to debris in the system and in his opinion, he didn't think the system was flushed at installation.

I said given that Mr H contacted ASGB within days of the installation to report the power flush hadn't been carried out. And two years later, when experiencing problems with hot water and heating, two separate engineers confirmed debris in the system was the root cause of the issue, I'm persuaded it's more likely than not there was a failure at installation to adequately flush the system. I appreciate Mr H signed a flush certificate, but I don't think it's reasonable

to suggest Mr H would have understood what a system flush was or whether it had been carried out correctly at that point.

I also noted that ASGB originally confirmed a power flush had taken place; sending photographic evidence of the equipment used but subsequently suggested it was a manual flush. So I said, on balance, I found it more likely that the failure to flush the system at installation led to the problems Mr H experienced later on. As Mr H has had to pay for the problem to be rectified, I'm persuaded ASGB should refund Mr H and pay interest.

I considered carefully the points Mr H raised with regard to the installation of the boiler and in particular the fitting of the gas flue through the roof space. I looked at the photographs and diagrams both Mr H and ASGB have provided.

ASGB told this service, *"it is usual practice for engineers to remove it from site, except where a customer expressly requests it be left...it would be reasonable to assume that the boiler was removed given that the pipework was extended in order to install the new boiler in the loft space."*

This is further confirmed in the FAQ's, which say:

"Over the course of one day we will: remove your old boiler, perform a free hot and cold flush of your existing heating system, install your new Grade A boiler, clean up after your installation and take your old boiler away".

I said from the photographs I'd seen, and following confirmation from Mr H, ASGB didn't take away the old boiler and so didn't manage to complete the whole process in one day. Mr H maintains the new gas flue hasn't been pointed up, and if so, I would agree that means it hasn't been installed properly. Quite apart from that, presumably this means Mr H has two gas flues protruding from his roof. One attached to a working boiler and the other attached to a disconnected boiler.

I noted ASGB's concerns that two years have passed since the installation of the boiler. But I don't agree that the passage of time indicates it's Mr H's heating system and not the installation issues that have led to the hot water and heating failures he's experienced. This is further supported in the evidence from the manufacturer's engineer and the independent engineer, and the fact Mr H did make ASGB aware of a number of installation issues at the outset.

The photographs and Mr H's explanation indicate that the engineer who installed the boiler didn't finish it all in the one day and told him someone would return the following day to finish it off. Mr H says no one came the following day. As the old boiler remains in situ, and Mr H says the gas flue hasn't been pointed up, I find it more likely than not that the installation wasn't carried out in accordance with ASGB's policy and procedure.

But, as Mr H has confirmed other than disconnecting the boiler, ASGB haven't removed either it or the old gas flue, I don't think it's reasonable to say they are responsible for any water coming into the property. But I am persuaded that ASGB haven't acted fairly and in line with their own procedure for installation to remove and take away the old boiler. So I'm going to ask them to remove the old boiler and gas flue and ensure the roof is made good and check the new gas flue is correctly and securely installed.

I said I could see that the issues Mr H has experienced, having ongoing problems with heating and hot water, have caused him trouble and upset and I agreed he should be compensated for that.

To resolve matters, I said I intend to direct A Shade Greener (Boilers) LLP to:

1. Make arrangement at a time convenient to Mr H to return to the property and remove the old boiler and gas flue, making good the roof if needed after removal
2. Refund Mr H his repair cost of £215 together with 8% simple interest from the date of the payment to the date of the settlement
3. Pay Mr H £250 for the trouble and upset this matter has caused.

I invited both parties to make any further submissions for my consideration before I issue my final decision.

responses to my provisional findings

Mr H responded and agreed with my provisional findings. He informed me that the boiler had been removed from the loft but left outside his property. He said the engineer, who was supposed to return the following day, was going to take it away. As there was no follow up visit, Mr H disposed of the boiler himself.

ASGB didn't agree with my findings. They said:

- They don't agree Mr H didn't understand what a power flush was and believe in signing the certificate to confirm a flush had taken place and a satisfaction certificate he had no issues at the time.
- They were never informed the boiler had been left at the property
- They find it unreasonable that this service claims the installation wasn't carried out in accordance with our policies and procedures simply because the engineer may have left the old boiler on site. They have previously advised they have received no evidence of and may very well have been done at the request of the customers.
- No flushing method will clean 100% of debris from a central heating system.
- A combination boiler contains two heat exchangers. The main one heats up the central heating water. This water is then diverted through one side of a plate heat exchanger when there is a demand for hot water. Cold water flows through the other side and heat is transferred.
- If no flush had been carried out at the time of installation debris would have resided in the system and made its way into the boiler and then the plate heat exchanger when there was a requirement for hot water, resulting in hot water issues significantly prior to when first experienced.
- The report completed during the manufacturer's attendance on 05/04/2018 states that the plate was blocked and a full clean was required. This is not evidence that the issue relates to the installation.

- Given that there apparently appears to be no report, we would question the legitimacy of any comments attributed to any engineer that may or may not have attended the property.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I've looked at all the information from both parties afresh and taken into account the additional submissions. Having done so I haven't been persuaded to change my provisional findings and so I'm going to uphold this complaint.

I appreciate ASGB feel there isn't enough evidence to determine if the problems Mr H experienced with his heating and hot water system were inextricably linked to the installation of the new boiler. I'm not a technical expert in these matters so I'm required to look at the available information and reach a decision based upon a balance of probabilities. That is to say what I think is more likely to have happened.

Mr H made a complaint from the outset that the engineer hadn't returned to complete the installation or carry out the power flush. When he noticed a complete failure of his heating and hot water system, he contacted ASGB. It sent the boiler manufacturers engineer out to inspect the boiler. He said there was debris in the system and it needed a "full clean". When ASGB refused to pay for the repairs and advised Mr H, he would need to get an independent engineer to assist him. Mr H remained unhappy but as he needed his hot water and heating, he contacted an independent engineer. He has commented in his opinion, the system wasn't properly flushed at installation.

I'm afraid I don't find it fair and reasonable on ASGB's part to direct a customer to seek an independent engineer and then question the legitimacy of the engineers comments.

My understanding is that combination boiler manufacturers make it very clear that an existing heating system must be cleaned before a new boiler is fitted if it isn't then debris can build up and the plate heat exchanger can block up.

Mr H contacted ASGB to say the power flush hadn't been carried out, the day after the boiler had been installed. But after the independent engineer carried out a "full system clean," Mr H doesn't seem to have experienced any further issues. I'm persuaded, as I have said previously, that on balance it is more likely than not, the failure to power flush the system before the boiler was installed, was the root cause of the debris in the system.

It remains my view that that ASGB haven't acted fairly in line with their own procedure for installation to remove and take away the old boiler. Mr H has disposed of the old boiler but I'm still going to ask ASGB to check the new gas flue is correctly and securely installed by way of a home visit, remove the old gas flue, and make good the roof. This seems to be an entirely reasonable expectation when having a new boiler installed and an old system removed.

Importantly, this is ASGB's promise to customers:

“Over the course of one day we will: remove your old boiler, perform a free hot and cold flush of your existing heating system, install your new Grade A boiler, clean up after your installation and take your old boiler away”.

ASGB haven't acted fairly and reasonably in respect of this customer expectation and this caused Mr H trouble and upset for which I agree he should be compensated.

My final decision

For the reasons I have given I uphold this complaint and I direct A Shade Greener (Boilers) LLP to :

1. Make arrangements, at a time convenient to Mr H, to return to the property, check the installation of the new gas flue, remove the old gas flue, making good the roof if needed after removal
2. Refund Mr H his repair cost of £215 together with 8% simple interest from the date of the payment to the date of the settlement. If A Shade Greener (Boilers) LLP considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr H how much it's taken off. It should also give Mr H a certificate showing this if she asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.
3. Pay Mr H £250 for the trouble and upset this matter has caused. A Shade Greener (Boilers) LLP must pay the compensation within 28 days of the date on which we tell it Mr H accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 17 March 2020.

Wendy Steele
ombudsman