

## **complaint**

Ms E, who is represented by Mr N, complains that Clydesdale Financial Services Limited rejected her claim under Section 75 Consumer Credit Act 1974 in respect of a boiler.

## **background**

In 2013 Mr N and Ms E had boiler fitted by a company I'll call B. They say that at the time they explained they were having an extra bathroom installed and planned to create another one as part of a loft conversion. They needed a boiler that would cope with these plans. When they were having their loft converted they discovered that they should have been given a combination boiler which wouldn't have required a water tank. B offered to make the necessary alterations at a reduced price of £1,000.

The adjudicator who investigated the complaint considered it should be upheld. She believed that Ms E and Mr N had relied on the advice of B and as a result had been given an unsuitable boiler. B had disputed whether the water pressure was sufficient for a combination boiler, but Mr N explained that several neighbouring properties had ones fitted without out any problems.

Clydesdale said B wouldn't have provided advice on the suitability of the boiler for any future loft conversion and its offer of installing a booster system that would normally cost £2,500 for £1,000 was reasonable. It did point out however that a booster system may affect the water distribution within the house.

The adjudicator accepted that B doesn't provide builders or architects, but she was persuaded that the loft conversion was discussed at the time and Ms E and Mr N were relying on the advice given by B.

She took this view because their account of what happened and their subsequent actions support the suggestion that they were assured the conventional boiler wouldn't affect their plans. As soon as they were made aware by their builder that they couldn't go ahead as planned they raised a complaint with B.

At the same time she noted inconsistencies in the case put forward by B such as having said their water pressure was poor on several occasions. However, in February 2015 it confirmed the water pressure was good and according to its notes, it was considering fitting a combination boiler at cost which would suggest the water pressure was good enough.

She noted that Ms E and Mr N were aware that the pressure may be reduced if the booster is fitted but they've explained they are willing to accept this to resolve the complaint. As such she thought this should be fitted at no cost to them. Clydesdale didn't agree and said the ultimate decision to choose the boiler was the customers and it was up to them to be satisfied it was suitable for their needs. .

## **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 appreciate Clydesdale's view, but I find myself in agreement with the adjudicator. I am satisfied that Ms E and Mr N sought advice from B when having the boiler installed and

made it sufficiently clear what their short term plans were. This meant a combination boiler was the appropriate solution and was technically feasible. Having seen B's records I can see that it has in the past been satisfied that the water pressure to the property is sufficient for a combination boiler. I gather this works in other neighbouring properties.

That said I recognise that B cannot guarantee the level of pressure, but Ms E and Mr N are prepared to proceed with the proposed adaption in any event. As such I consider the solution suggested by the adjudicator is fair and reasonable.

**my final decision**

My final decision is that I uphold this complaint and Clydesdale Financial Services Limited should arrange that B installs the booster it has suggested at no cost to Ms E.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms E to accept or reject my decision before 13 February 2017.

Ivor Graham  
**ombudsman**