

## **complaint**

Mr L is complaining about the way that SSE Home Services Limited ('SSE') has maintained his boiler under his boiler care agreement.

## **background**

Mr L took out a boiler care agreement with his new boiler in 2012. SSE carried out annual services to the boiler each year and attended and repaired the boiler when Mr L called to say it wasn't working or had leaks. In November 2017, Mr L cancelled the agreement.

In April 2018, Mr L complained to SSE that it hadn't maintained the boiler correctly. He said he'd got an independent engineer's report which said that the boiler had extensive rust and build-up of lime scale due to poor maintenance. He also said that there was a leak around pump housing and AAV valve. He said that the AAV valve on the pump housing had been closed off to stop water leaking from the top of the pump housing. Due to the level of rust and damage to the boiler, Mr L has had to replace the boiler. Mr L holds SSE responsible for this.

SSE didn't think it had caused these issues. It thinks it maintained the boiler to a satisfactory standard and didn't cause the rust and lime scale. It said that Mr L lived in an area of hard water, which is what would have caused the build-up of lime scale. It said that the CO/CO2 levels of the boiler at each service were within a satisfactory level, so the engineer wasn't required to strip the boiler down.

Our investigator upheld the complaint. She said the independent engineer had said that the rust had built up due to a long period of poor maintenance. And, given SSE had serviced and maintained the boiler throughout its life, she thought it was responsible for what happened. She didn't think SSE should have to pay to replace the entire boiler because it was six years old. But she thought it should pay £450 towards the replacement cost.

SSE didn't agree with the investigator. It maintained that it had serviced the boiler in line with its responsibilities. So the complaint's been passed to me to decide.

## **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 decided to uphold this complaint and I'll now explain why.

Mr L is complaining that he's had to replace his boiler due to extensive rust and lime scale build-up. SSE doesn't think it's responsible for this and maintains that it has serviced the boiler correctly.

Mr L's boiler was only six years old when he had to replace it. And ordinarily he shouldn't have had to do so at this stage. I've reviewed the independent engineer's report and he says that the rust and lime scale build-up is due to a leak coming from the AAV valve (air admittance valve). He also said that the pump housing had been closed off to stop water leaking from the top of the pump housing.

I've taken SSE's comments about the service history into account. But I think the service history is immaterial to this complaint. I think the key issue is that SSE's engineer attended a leak in February 2017. The notes from this say that the engineer replaced the leaking AAV and diverter valve. So it did work to the precise area that the independent engineer said had caused the issue. I think it's also *most* likely that only SSE's engineer could have closed off the pump housing.

It seems to me that all the work did was temporarily minimise the leak. But water had continued to leak out of this area and this is ultimately what has caused the boiler to fail. So I agree with the investigator that SSE is responsible for what's happened here.

The investigator recommended that SSE pay £450 towards a new boiler. But since then Mr L has paid to replace the boiler and this cost him £2,400. I agree with the investigator that it would be unfair to require SSE to have to pay for the full cost of the new boiler as Mr L is now better off with having a new boiler rather than a six year old boiler. But I think it should pay 25% of the replacement cost – i.e. £600.

I also think this matter will have caused Mr L some distress and inconvenience. So I think SSE should also pay him £150 in compensation.

### **my final decision**

For the reasons I've set out above, it's my final decision that I uphold this complaint. And I require SSE Home Services Limited to do the following to put things right:

1. Refund £600 of what Mr L paid to replace the boiler. It should also pay 8% simple interest per year on this from when he paid it until he gets it back. If it thinks it's required to deduct tax from this settlement it should give Mr L a certificate showing how much tax it's taken off; and
2. pay him £150 in compensation for the distress and inconvenience this matter has caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 25 March 2019.

Guy Mitchell  
**ombudsman**