

complaint

Mr J complains that he has not received a manufacturer's warranty for a new boiler that he bought using finance on his Barclaycard. Furthermore he has had to pay £210 for a service which was part of the supplier agreement but that was not carried out within a reasonable time. He says that there was misrepresentation by the supplier under s75 of the consumer credit act and has asked Barclays Bank Plc ("Barclays") to pay the cost of an independently provided warranty. The bank has refunded Mr J the money he paid for the service and has said that if a problem occurs with the boiler, it will step in to fulfil the warranty if the provider does not.

background

Mr J bought a new boiler and queried why he had not received a manufacturer's warranty as specified on the contract. When the supplier did not provide this, instead confirming by letter that the boiler was under warranty, Mr J contacted the manufacturer. The manufacturer said it could not provide a warranty unless the boiler had been registered. Mr J says this shows that the contract was misrepresented as it included a manufacturer's warranty.

When he complained to Barclays the bank said that it would not pay for an independent warranty but that it would fulfil the warranty if the supplier did not.

The adjudicator did not recommend that this complaint should be upheld. She concluded that s75 of the consumer credit act did not apply as no misrepresentation had occurred – and that Barclays had in any event provided Mr J with a satisfactory solution.

Mr J has responded to say that there has been a misrepresentation as he has not received the promised warranty. He also says that, although Barclays refunded the cost of a service, and has promised to fulfil the terms of the warranty if necessary, this does not go to the heart of the problem. He says that this is that he chose the supplier because he would get a warranty and not have any difficulty in getting problems resolved. He says this is unlikely after the experience he had when trying to arrange a service and that if the bank becomes involved, repairs would be delayed whilst authority was provided by the bank for them to be carried out.

my findings

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

Mr J says he wants a manufacturer's warranty for his boiler to provide him with peace of mind if a repair is needed. Unfortunately, a warranty is no guarantee of prompt service or repair, which seems, understandably, to be Mr J's main concern. Furthermore, the supplier has written to Mr J to say the boiler is under warranty for five years and that it does not send out certificates, but that the letter can be used as confirmation of this. So Mr J has the supplier's confirmation of warranty but not the manufacturer's.

If s75 of the consumer credit act has been breached – and I am not concluding that it has, then an acceptable remedy by Barclays would be to honour the terms of the warranty. Barclays has said it will do this if the supplier does not. That seems to me to be a reasonable response to Mr J's problem and I would not order Barclays to do more if there had been a misrepresentation.

my final decision

My decision is that I do not uphold this complaint, as I find that the offer made by Barclays is fair and reasonable.

Susan Peters
ombudsman