

complaint

Mr H complains that A Shade Greener (Boilers) LLP has charged him for an engineer's visit that he considers should have been covered under his 'Boiler Replacement Agreement'.

background

Mr H purchased a boiler from A Shade Greener (Boilers) LLP (ASG) in 2014, under a finance agreement. The boiler came with a 'Boiler Replacement Agreement'. Under the terms of the 'Boiler Replacement Agreement' a power flush was to be performed on Mr H's system before the boiler was installed. Mr H says this wasn't done.

The contract between Mr H and ASG specifies that ASG is responsible for maintenance and service of the boiler, including an annual service. It's Mr H's responsibility to maintain the rest of his heating system, such as radiators and pipework. The contract says that ASG will endeavour to respond to repair calls as soon as possible, but doesn't specify anything about payment for such calls.

In March 2018, Mr H noticed an issue with his hot water. He rang ASG, who arranged for a third party engineering firm to visit him. I'll call this firm "V".

ASG told Mr H that should V diagnose the problem as being outside the warranty, he'd be charged £100 for the visit, plus VAT and the cost of any parts. Mr H didn't query this.

There was some delay in arranging V's visit and it eventually attended Mr H's property in June 2018. It found the problem was debris that had accumulated around the plate heat exchanger, preventing the boiler working properly. The heat exchanger was replaced and the engineer completed a report that said the call was "non-warranty". Mr H signed this report.

ASG proceeded to charge Mr H £232.80, in line with its procedure for non-warranty repairs. Mr H disputed the charge. He said there had never been a power flush at installation as agreed. He felt a magnetic water treatment device that was designed to prevent lime scale and corrosion hadn't been fitted correctly – he believes it's situated too close to the boiler, against the manufacturer's recommendations.

Mr H has explained that he regularly cleans and maintains his heating system. He also believes that the agreement he signed means ASG has responsibility for any problems that arise with the boiler, however caused.

One of our investigators reviewed the complaint and upheld it in Mr H's favour. They said they didn't think the agreement between Mr H and ASG made clear that the 'Boiler Replacement Agreement' wouldn't apply if the problem originated from Mr H's heating system (rather than the boiler itself).

ASG didn't accept this view. As agreement couldn't be reached, the complaint's been referred to me for a final decision.

my findings

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

It's not in dispute that the cause of the problem was debris clogging part of the boiler. ASG says that could only have come from Mr H's heating system – which is his responsibility to maintain. Mr H, as far as I can see, doesn't deny this. But he does say there was no power flush done as agreed when the boiler was installed. Had the power flush been done, it's likely there would have been less debris and the clogging wouldn't have occurred.

ASG has said the heating system was flushed when the boiler was installed. It's provided the installation report to show this, which Mr H signed at the time. However, I note this report describes a *manual* flush having been performed (my emphasis) – not a power flush as set out in the agreement between ASG and Mr H.

My understanding is that a manual flush, while it will remove some debris, is not as effective or as lasting as a power flush. So I think ASG's failure to carry out a power flush as agreed has probably had some impact on the state of Mr H's heating system – and has most likely contributed to the problem with the boiler.

Mr H has also referred to a magnetic water treatment device that he believes is located too close to the boiler. Neither Mr H nor ASG have disclosed the make of the device used in Mr H's installation. But ASG has pointed out the installation requirements under the Water Regulations Advisory Scheme don't mention a minimum distance. And having viewed a number of installation guidelines for similar devices, I haven't found a minimum distance recommendation. So while I accept Mr H's point that the positioning of the device may have contributed to the build-up of debris, I can't say ASG has done anything wrong in installing it that way.

I've thought about what happened at the annual boiler services. Mr H says the filter and concentration of cleaning fluid wasn't checked. I haven't seen anything to make me doubt this. And I agree with Mr H that had this been done, it's possible the build-up would have been spotted at an earlier stage – before it caused a problem.

Mr H says he regularly maintained his heating system and has described the steps he's taken to do so. He's provided invoices showing the chemicals and accessories he's purchased to do this. So I think he's taken reasonable steps to maintain the heating system.

I understand why ASG initially decided to treat this as a non-warranty call. And I appreciate its argument that if a problem stems from a consumer's failure to maintain their heating system as required, ASG doesn't feel it should be held liable. But on further investigation, I don't think this case is so straightforward. I haven't seen anything to make me think Mr H did neglect his heating system. I have seen some instances where I think ASG could have done more to reduce the build-up of debris around the boiler and so avoid the problem altogether.

So in this particular set of circumstances, I think it would be fair and reasonable for ASG to treat the call as a visit covered by the boiler warranty. If Mr H has already paid the additional charge, this should be refunded to him.

my final decision

For the reasons given above, I uphold Mr H's complaint against A Shade Greener (Boilers) LLP. If Mr H has already paid the charge of £232.80, this should be refunded to him. A Shade Greener (Boilers) LLP should also add 8% simple interest to the payment, from the date Mr H paid it to the date of refund¹.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 28 February 2019.

Cara Goodbody
ombudsman

¹ 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 he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.