

## **The complaint**

Mr L complains that Creation Financial Services Limited rejected his claim under s 75 Consumer Credit Act 1974 in respect of faulty furniture.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts are not in dispute so instead I'll focus on giving the reasons for my decision.

## **What I've decided – and why**

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

Having done so, I agree with the conclusions reached by the investigator for the following reasons:

After Mr L brought his complaint to this service Creation agreed to cover the cost of the necessary repairs. However, Mr L explained that the attempt at repair wasn't satisfactory as the technician arrived with only enough material to repair one sofa rather than two. There followed a long delay while the repairing company waited for authorisation from Creation to complete the work. It was after this time that Creation made its offer to refund the cost of the furniture less a sum for usage.

Mr L disputed Creation's calculations. This was due to the fact that the original furniture had been faulty and it had been replaced by the merchant, but the second set of sofas was also faulty. It was the second set of sofas which had been the cause of Mr L's complaint. Mr L provided documentary evidence which set out what had happened.

The new furniture was more expensive and cost £3,542 compared with the original sum of £3,100. Creation offered Mr L £2,118.33 which was based on the original cost. It also offered £100 compensation. Our investigator recalculated the sum due using the revised cost and taking into account the use Mr L had made of the furniture. He calculated the sum should be £2,682.18. I have reviewed his calculations and I consider them to be fair.

Creation has not responded and Mr L agreed with the revised calculations, but he suggested that the level of compensation should be increased to reflect the delays and lack of communication from Creation.

I agree that the compensation should be more and I consider £200 to be fair. Given the delays Mr L has encountered throughout I do not consider it necessary to issue a provisional decision for this minor change to the level of compensation.

## **Putting things right**

Creation should compensate Mr L as set out below.

**My final decision**

My final decision is that I direct Creation Financial Services Limited to pay Mr L £ £2,682.18 plus £200 compensation for the distress and inconvenience caused to Mr L

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 25 March 2022.

Ivor Graham  
**Ombudsman**