

## **The complaint**

Mrs M complains that Studio Retail Limited (“Studio”) supplied her with a chair that wasn’t fit for purpose, as it had pieces missing. Studio sent her a replacement chair, but that had the same items missing. Studio failed to collect the two chairs as agreed which caused Mrs M a huge amount of distress and inconvenience.

The complaint is brought on her behalf by a third party. For ease, I’ll largely refer to everything he’s said as if it was said by Mrs M.

## **What happened**

On being discharged from hospital, Mrs M was advised to obtain a particular type of chair to assist with her mobility. She has a credit agreement with Studio and used that to make the purchase of a chair in July 2021. When it was delivered, it did not include the nuts and bolts required for assembly. Studio arranged for a replacement chair to be delivered, but it didn’t collect the first chair, and the replacement chair also had the assembly items missing.

Studio agreed Mrs M could return both chairs and that it would refund her account.

On the evening before the agreed collection day, she arranged for someone to put the boxes outside, but under the cover of her porch roof. The person who moved the boxes for her put them stacked outside the front door one on top of the other.

The planned collection didn’t take place and there were three further failed attempts to collect the chairs. This meant that, for several months, the boxes blocked entry and exit to and from her home. It was only when an emergency ambulance had to be called that the paramedics moved the boxes to either side of the doorway to allow access. During this time, Mrs M says she also missed an important medical appointment.

Studio apologised and suggested Mrs M could contact a charity or the council to collect the items and it would refund her any cost involved.

Whilst our investigator was considering the complaint, the chairs were successfully collected by Studio.

Our investigator recommended that the complaint should be upheld. They concluded Studio had made a mistake in supplying two incomplete items and that it seemed to be responsible for the failed pick-ups, which had caused Mrs M disruption, stopped her from getting to an important medical appointment, and made her feel trapped in her home. The investigator thought Studio should pay Mrs M £300.

Studio didn’t agree. It said it had heard from the courier company that it hadn’t been able to collect the items because Mrs M hadn’t put the required return labels on outside of the boxes. It thought the error was Mrs M’s responsibility.

Our investigator said this didn't change their view, because Studio hadn't acted quickly enough to try to resolve matters and the compensation recommended fairly recognised the impact this had on Mrs M in her individual circumstances.

Studio said it wasn't obvious why the chairs hadn't been collected until Mrs M told it she'd not put the returns labels on the outside of the boxes. It said that, whilst it was able to arrange collection without the labels in the end, this was far from easy. And that Mrs M tended to end calls before it had been able to get all the information it needed from her. It said it was prepared to pay £100 compensation. Mrs M didn't accept this offer. And, as Studio didn't agree with our investigator's conclusion, the complaint was passed to me.

Mrs M's representative then contacted us to say why he thought Studio had failed to comply with the Equality Act 2010 and how it had discriminated against Mrs M by failing to make reasonable adjustments for her disability.

### *My provisional decision*

In my provisional decision, I set out why I was minded to award £300 compensation for the mistakes made in supplying a chair that wasn't of satisfactory quality. I said:

*The Consumer Rights Act 2015 is relevant to this complaint. This says that goods supplied must be of satisfactory quality. It also says that, if there's a fault with the goods, the business is allowed an opportunity to put things right – either by repairing or replacing the goods. I'm satisfied that the first chair supplied to Mrs M wasn't of satisfactory quality because it didn't include the parts required to assemble it.*

*I find it was reasonable in the circumstances for Studio to supply a replacement chair – although it wrongly debited Mrs M's account for the cost of that second chair. And it didn't collect the first chair when it delivered the replacement.*

*I'm satisfied that the second, replacement, chair wasn't of satisfactory quality either, for the same reason. In the circumstances, I think it was fair that Studio provided a full refund.*

*There was a delay in Studio providing a refund, but I'm satisfied Mrs M's account was credited on 8 November (for the second chair) and 16 November 2021 (for the first chair). And that Studio credited the interest Mrs M was charged on these items on 25 November 2021.*

*So I'm satisfied Studio has fully refunded Mrs M. I've gone onto think about the distress and inconvenience the supply of two unsatisfactory quality chairs caused Mrs M.*

*Mrs M had been advised by a medical professional that she needed the chair to help with her mobility and to allow her to remain independent in her own home. So it was very upsetting for her not to have received what she needed on the first occasion. It was obviously even more upsetting that the second chair also couldn't be used, meaning she had to try and find a chair from another supplier. I've considered Mrs M's vulnerabilities, and the fact that the chair was needed to help her retain her independence, and I've taken into account that Studio wrongly debited Mrs M's account for the replacement chair and delayed refunding her account. Having done so, I think £300 would be fair compensation for the supply of two faulty chairs in the individual circumstances here.*

And I explained why I was minded to award £100 for the mistakes made by Studio in collecting the chairs. I said:

*Studio accepted Mrs M could return the chairs. It asked her to box them up and leave them in a sheltered spot, ready for collection. In the evening before the agreed collection date, Mrs M arranged for a neighbour to put the boxes under the shelter of her porch. The neighbour put the boxes, one on top of the other, outside her front door. Mrs M wasn't able to use the rear exit to her property because of her disabilities. And the boxes blocked the front entrance. This effectively trapped Mrs M inside her home.*

*I appreciate Mrs M expected the boxes to be collected the following morning, but she was still placed in a potentially dangerous position overnight. The boxes weren't successfully collected, and nobody moved them, so she was left in that potentially dangerous position until an emergency ambulance needed to be called for her when she had a fall and the paramedic was able to move the boxes to the side. I understand that during this period, Mrs M missed a medical appointment because the person collecting her couldn't move the boxes. Mrs M's representative told our investigator the appointment was with the diabetes clinic. Although he more recently recalls it was for cataract surgery.*

*I've thought about this very carefully. I'm very sympathetic to the position in which Mrs M found herself and I'm sure this had an impact on her mental health and wellbeing. But I can't fairly hold Studio responsible for Mrs M being trapped inside her home, or for her missing her medical appointment. Studio didn't put the boxes in front of her door. I do appreciate Mrs M had limited people she could call on for help, but I don't think it would have been unreasonable for the neighbour who put the boxes there to move them the following day when they weren't collected.*

*Studio used a third-party courier to collect the chairs. Studio knew the collection failed but wasn't told why. I don't think it's unusual for collections like this to fail for a number of reasons and I don't think it was unreasonable to simply attempt collection again. But there were four unsuccessful collection attempts and I think Studio should have done more after the second failed attempt to find out the reason why. Particularly as it had been made aware of Mrs M's vulnerabilities. It didn't investigate and discover that the collections had failed because Mrs M had put the labels inside the boxes instead of on the outside until the complaint had been referred to us and our investigator had issued her conclusion. At that point it arranged for the boxes to be collected without the labels.*

*I accept it wouldn't be usual to arrange collection without the required labels being affixed to the packaging. A courier will have a number of collections and deliveries to make on behalf of various businesses and it needs to make sure it is collecting the right items and delivering them to the correct business. But I think Studio could have arranged for the boxes to be collected without the labels earlier than it did. I think it reasonably should have investigated after the second, or certainly after the third, failed collection, especially as it was aware of Mrs M's vulnerabilities.*

*Instead, after the fourth failed collection, it recommended Mrs M arranged for the chairs to be collected by the council or a charity. Whilst I recognise Studio says it suggested this because it was trying to help resolve things for Mrs M, I don't find this was an appropriate resolution, considering her particular circumstances.*

*Overall, I think Studio should have acted more quickly to resolve things because of Mrs M's individual circumstances and the difficulties she was being caused. But I*

*don't find it is responsible for blocking the entrance to her home. Taking all this into account, I think £100 is fair and reasonable compensation for the distress and inconvenience she's been caused by Studio failing to resolve things more quickly after the second collection failed.*

#### **Studio's response**

Studio said it had no further comments in response to my provisional decision.

#### **Mrs M's response**

Mrs M's representative responded to say, in summary, that:

- There are some errors in the provisional decision.
- He's not seen evidence to show that Mrs M has received a refund. Studio's letter dated 8 February 2022 says the refund will be processed after the chairs have been collected.
- Studio said the boxes had to be kept under cover. And responsibility for any damage laid with Mrs M. The only way to keep the boxes under cover was to stack them under the porch.
- The missed medical appointment meant Mrs M lost her place in the queue for cataract surgery and had to wait around six months longer than she would have done. During this time, her sight deteriorated, and her mental health was affected.
- Studio should have done more to help, knowing that Mrs M had been left in a vulnerable position and didn't have anyone available to help her. The staff member from the courier company lived locally and would have known there was no one in the immediate community who could help Mrs M. That member of staff entered Mrs M's home, so would have been aware of her vulnerabilities. He never mentioned there was a problem with the labels not being on the outside of the boxes.
- Studio made no attempt to find out why the boxes hadn't been successfully collected, or to resolve things at an earlier stage. One solution might have been to issue the required labels to the courier.
- Studio caused the problem by not supplying a defect-free chair. It should have resolved the problem. The suggestion to ask the council to collect the chairs wasn't of use because Mrs M wasn't in a position to arrange this. And it was insulting to suggest offering the chairs to a charity when they weren't fit for purpose.

#### **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.

Again I'd like to thank Mrs M's representative for taking the time to provide a detailed response to my provisional decision. As I set out in that provisional decision, there is a considerable amount of information here but I'm not going to respond to every single point made. No discourtesy is intended by this, and I know Mrs M's representative has acknowledged this. Instead, I've focussed on what I think are the key issues here. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored

it. I haven't. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome.

I also explained in my provisional decision that a decision on whether or not Studio has breached the Equality Act 2010 would need to be taken by a court. But that I've taken the Equality Act into account in deciding this complaint.

Mrs M's representative pointed out some mistakes in my provisional decision. I've corrected some of these in the "*What happened*" section above. I will comment on those that I consider relevant to the overall outcome when I cover the other points Mrs M's representative has raised.

I explained in my provisional decision why I was satisfied that Studio had fully refunded Mrs M. And our investigator has now sent copies of the account statements to her representative which show the refund transactions. Studio sent a letter to Mrs M in February 2022 which said a refund would be processed after collection. In most circumstances, a refund is not processed until the rejected items are returned. And I'm satisfied this letter would most likely have been a standard letter about collection arrangements which is why it referred to the refund, even though the refund had already taken place.

I set out in my provisional decision why I thought Studio should have investigated the failed collections earlier than it did, and why the suggestion of arranging for the council or a charity to collect the chairs wasn't appropriate.

I've reconsidered this, taking into account the points Mrs M's representative made in response to my provisional decision. I want to assure him that I have understood the severe impact this had on Mrs M's health and well-being. And I appreciate that, for various reasons, Mrs M didn't have anyone nearby to call upon for help, particularly because the boxes were so heavy. I'm sorry for any misunderstanding about her missed appointment. I appreciate that, whilst the appointment may not have been for the operation itself, it did mean her cataract surgery was delayed. But, whilst Studio asked for the boxes to be kept undercover, I don't think it was reasonable to stack them in a way that blocked her entry and exit to her home – even if the expectation was that this would only be for one night. The fact remains that it wasn't Studio who stacked the boxes that way, so I can't hold it responsible for Mrs M's missed appointment.

Mrs M's representative told us that the member of staff at the courier company was fully aware of her circumstances. And he said that he thought there were some simple ways – for example, providing the courier with the labels – that could have resolved this earlier. I can't comment on the detail of the logistics involved in courier collections. But I've already concluded Studio should have done more to resolve things at an earlier stage.

Having reconsidered everything, I conclude £400 is fair and reasonable compensation. In arriving at that conclusion, I don't under-estimate the impact on Mrs M of what happened here. And particularly the delay in her receiving her cataract operation. But I need to be fair to both parties here, and it wouldn't be fair to hold Studio responsible for the boxes blocking her entrance, or for the fact that Mrs M didn't have people around her who could readily help.

### **My final decision**

My final decision is that Studio Rental Limited should pay Mrs M £400.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 21 June 2022.

Elizabeth Dawes  
**Ombudsman**