

complaint

Mr C complains about a mattress he bought with his Lloyds Bank PLC (Lloyds) credit card. He said the benefits of the mattress were misrepresented to him and it was not fit for purpose.

background

Mr C bought a mattress for £1,190. He said he was led to believe it was an orthopaedic mattress and that it would alleviate chronic back pain. It did not and in fact he said it worsened both his and his wife's back conditions.

He complained to Lloyds. It did not uphold his complaint. It said an independent report didn't reveal any faults with the mattress and there was no proof the mattress was sold with any health benefits. It did however credit his card with the cost of the independent inspection.

He asked us to look at his complaint. Our adjudicator did not uphold Mr C's complaint and so he asked for an ombudsman's 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.

Mr C was sold the mattress by a sales representative when he was on holiday abroad in August 2015. He said he was told the mattress would help both his and his wife's back pain and that is why he bought it.

Mr C said he contacted the supplier in January 2015 to ask about mattress care instructions. He told the supplier that neither he nor his wife had experienced any relief in their back pain and he said the supplier told him the mattress needed time to take effect.

The supplier said the mattress was not sold with any health guarantee. It said Mr C went on to make instalment payments for it without any complaint until January 2015. It agreed that he had contacted it in January 2015 but that was only to ask about mattress care. It said it received no complaint from Mr C about the quality of the mattress and had it done so it would have arranged an independent inspection.

Clearly, I was not present when Mr C was sold the mattress and so I don't know what was said during the sales process. I accept that there may have been some discussion about this mattress having the potential to assist with back pain.

However, I am not satisfied that this means there was any guarantee that it definitely would. Back pain can be caused or exacerbated by all manner of things. The condition is such that I do not see how any manufacturer could provide a definite guarantee that a product such as a mattress could improve back pain for all sufferers.

Mr C is very clear that the mattress did not help him with his back pain. In fact he said that it made it worse.

Mr C instructed an independent expert to look at the mattress. The report said there were no faults with the mattress and that it gave full support and so I think it is unlikely that the mattress would have caused Mr C's back pain to worsen.

I accept that Mr and his wife, having tried the mattress, didn't think it was the right mattress for them. I am sorry that Mr C has not enjoyed the comfort and benefits he was hoping to from the mattress. But I am not satisfied that it is faulty or that it was mis-sold.

my final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 11 April 2016.

Siobhan Kelly
ombudsman