

complaint

Mrs C complains that furniture provided by a third party supplier was misrepresented. She paid for the furniture with a fixed sum loan arranged with Creation Financial Services Limited. She holds Creation responsible for the supplier's misrepresentation under section 75 of the Consumer Credit Act 1974.

background

Mrs C ordered furniture from a third party supplier, and paid for it with a fixed sum loan from Creation. She says the supplier recommended suitable furniture based on the room dimensions she provided. When it arrived however, the furniture was too large for the room, and the supplier was not willing to take back the excess piece and give a refund.

The adjudicator did not recommend the complaint should be upheld. She concluded that the supplier had recommended furniture based on Mrs C's dimensions, and had given her the furniture measurements so that she could check it would fit the room.

Mrs C responded to say, in summary, that irrespective of the dispute over one of the dimensions, the supplier had still recommended furniture that was too big for the room. She asked for her complaint to be reviewed.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – that is, what I consider is most likely to have happened in light of the available evidence and the wider surrounding circumstances.

Mrs C says that the dimensions she gave to the supplier were accurate. The difficulty I have, however, is that I have not seen any documentary evidence to support what she is saying.

I am also mindful that the supplier's terms and conditions say that it does not accept order cancellations, but gives customers seven days once an order has been placed to make any changes. I appreciate why Mrs C considers she did not need to do anything further once the supplier had made its recommendation. After very careful consideration of the available evidence, however, on balance I consider it was the responsibility of Mrs C, rather than the supplier, to check that the furniture in question would fit.

Overall, therefore, I am unable to find that the supplier misrepresented the furniture. As such, there are no reasonable grounds on which I am able to find Creation responsible for misrepresentation.

my final decision

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

Caroline Stirling
ombudsman