

### **complaint**

Mrs M is unhappy with the quality of a sofa she bought under a finance agreement with Creation Consumer Finance Ltd.

### **our initial conclusions**

The adjudicator recommended that the complaint should be upheld in part. She considered Mrs M should not have been charged £300 for a replacement sofa when the first one was faulty. This sum should be refunded. Creation had offered to repay £150. Mrs M had however chosen an alternative suite that did not come with a footstool. As such, Creation should not have to provide one.

Creation does not agree. It says its offer to refund £150 is fair.

### **my final decision**

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

Overall, I am satisfied that the sofa was not of satisfactory quality when it was supplied to Mrs M. The cushions sagged within a few months. Several repairs were carried out but the problem reoccurred. Creation disputes that there was a problem with the quality of the sofa. It says that Mrs M only raised a complaint a few months after she had bought it. I would not however expect problems with the cushions to happen so quickly. This is the case even though the sofa was ex display. I do not consider that it was fair to ask Mrs M to pay £300 for a replacement sofa. I find this sum should be refunded. Mrs M may have had several years use of the sofa, but there have been problems for a large part of this time.

Like the adjudicator, I do not consider that Creation should have to provide a replacement footstool. Mrs M chose a replacement suite that did not come with this. In light of this, I do not find that it would be fair for me to tell Creation to provide one.

**My decision is that Creation Consumer Finance Ltd should pay Mrs M £300.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mrs M either to accept or reject my decision before 9 November 2015.**

*Rosemary Lloyd*

*ombudsman at the Financial Ombudsman Service*

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

**ombudsman notes**

### **what is a final decision?**

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

### **what happens next?**

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.