

complaint

Mr F complains that the bed and mattress he acquired under a finance agreement with Creation Consumer Finance Ltd were not fit for purpose. This resulted in him suffering back pain and sleepless nights.

background

Mr F acquired a bed and mattress via a finance agreement in 2009. He says he did not realise the bed was faulty until he had suffered for a long time with sleepless nights. When he realised there was an issue with the bed he contacted the bed supplier and was told to get a report carried out. This cost him £54 and said that there was a manufacturing fault with the bed frame.

Mr F says the only suitable replacement mattress cost over £100 more than his claim value. He says that this amount should have been waived as well as him receiving the refund for the report and compensation for the long period of sleepless nights and back pain he had suffered.

Mr F also complains that the new mattress was provided with only one year warranty and that he was told he would need to pay to extend this to ten years. He says that the five years outstanding on the warranty from his previous mattress should have been transferred free of charge.

Creation says that Mr F acquired the bed and mattress in 2009 and did not raise his complaint until 2014. It says only the mattress was covered by the extended guarantee. Creation says that following the confirmation of a manufacturing fault, the issue with his bed was resolved. It says that the mattress was replaced under the warranty and that the replacement mattress chosen by Mr F was £110 more than his claim. It says that instead of refunding Mr F the £54 for the report plus paying the £40 it had offered for his inconvenience, it was agreed that Mr F would not be charged the additional £110.

The adjudicator did not uphold this complaint. She said that the terms and conditions of Mr F's original warranty stated that it was not transferable and so it was not unreasonable that the remainder of his warranty had not been applied to Mr F's new mattress. She said that Mr F had not been charged the additional £110 cost of his replacement mattress instead of being refunded the £54 cost of the report and £40 for inconvenience.

Mr F did not consider he had been treated fairly. He said the £40 for inconvenience was not enough to cover the time and cost he incurred in dealing with this complaint or the discomfort and sleepless nights he had suffered.

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 F acquired a bed and mattress under a finance agreement with Creation and so Creation is liable if the goods supplied were not of satisfactory quality. In this case, it was not until 2014 that Mr F realised there was an issue with his bed. Given the time that had passed, I do not find it unreasonable that he was told he would need a report carried out to show there was a fault. This happened and the issue with the bedframe was resolved.

Mr F also experienced an issue with his mattress. I cannot say that the problem with the mattress was the result of a fault present at the point of sale. However given the fault with Mr F's bedframe, I accept that in order to put Mr F back in the position he would have been had the bed not been faulty, it was right that the mattress was also replaced.

The mattress was covered by warranty and replaced. This complaint is about Creation and Creation did not provide the warranty and so I do not find that it is responsible for the terms of the warranty. However I note that these do state that the warranty is non-transferable and that once a replacement has been made the agreement ceases.

Mr F says he has not been compensated sufficiently for the issues he experienced. I have to consider what Creation is responsible for in this case. I appreciate that Mr F experienced sleep problems for a long period of time before he identified the fault with the bed. However, I find that once the problem was identified actions were taken and the problem was resolved. I also find that the associated issue with the mattress was resolved. Based on this I find that the £40 compensation offered and repayment of the report cost reasonable.

The replacement mattress Mr F got was more expensive than the amount of his warranty claim. I appreciate that Mr F says he should not have been charged the extra mattress cost. However as set out above Creation did not provide the warranty and I have also been provided with information that suggests cheaper replacement mattresses were available.

Overall, I find it reasonable that Mr F was not charged the additional £110 for the mattress instead of being paid the cost of the report and compensation (totalling £94).

my final decision

My final decision is that Creation Consumer Finance Ltd is not required to do anything further to settle this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 18 February 2016.

Jane Archer
ombudsman