

complaint

Ms S complains about the service she received from Creation Consumer Finance Ltd under her finance agreement.

background

Ms S complained to CFS about conflicting information she said she'd been given about cancelling an order for a mattress. And, being unhappy with its response, she complained to this service.

During our investigation CFS offered to pay Ms S £100 compensation for the service issues she'd experienced.

Our adjudicator thought Ms S's complaint should be upheld. She said CFS should re-work Ms S's finance agreement to exclude the cost of any mattress and it should arrange to collect the mattress which was delivered to her home at its own expense. And the adjudicator also said CFS should pay Ms S £150 compensation for the trouble and upset she'd experienced as a result of the poor service she received.

CFS disagreed with the adjudicator's conclusions. So, the matter's been referred to me to make a final 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.

I've decided to uphold Ms S's complaint and I'll explain why.

Ms S says she bought a new mattress with finance from CFS. And she says she decided to exchange it for a different mattress under the 40 day exchange guarantee offered by the supplier. Ms S also says she later asked whether she could cancel her order for the second mattress and she was given conflicting information about the matter by the supplier and CFS.

In addition, Ms S says she's paid the difference in cost between the first and second mattress. But she says after eight months she still hasn't received the second mattress.

CFS says Ms S took the supplier up on its 40 night comfort exchange guarantee because she wasn't happy with the comfort level of the mattress she'd chosen. It says she then chose a second mattress which she ordered on 2 September 2016. And it says this was booked for delivery on 22 September 2016.

CFS also says Ms S then cancelled delivery. And it says her original mattress wasn't faulty. So, it says that's why the supplier won't collect it and refund Ms S the cost of it.

I note Ms S says she didn't cancel the order for the second mattress and she says she'd expected it to be delivered and the first mattress to be collected from her home. The information I've seen indicates Ms S was given contradictory information about whether or not her order for the second mattress could be cancelled. I note this led her to understand the order couldn't be cancelled. But it now seems it has in fact been cancelled.

So, in view of the confusion there appears to have been between the supplier and CFS about this matter I think it's reasonable for me to ask CFS to re-work Ms S's finance agreement to exclude the cost of any mattress. And to arrange to collect the first mattress from her home at its own expense.

CFS has acknowledged Ms S experienced some service issues in the handling of this matter. And it's now offered her £100 compensation. But I think £150 would more fairly reflect the extent of trouble and upset Ms S has experienced as a result of this long outstanding matter.

So, for these reasons, I uphold Ms S's complaint.

my final decision

I uphold Ms S's complaint against Creation Consumer Finance Ltd. It must re-work her finance agreement to exclude the cost of any mattress and it must arrange to collect the mattress which was delivered to her home at its own expense. CFS must also pay Ms S a total of £150 compensation for the trouble and upset she experienced as a result of the poor service she received.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 3 July 2017.

Robert Collinson
ombudsman