complaint

Mr A is unhappy with windows and doors he bought for almost £4,000 on his Sainsbury's Bank Plc credit card.

Mr A is represented by his wife, so references to him include submissions made on his behalf.

background

In summary, Mr A says that the windows and doors are all faulty, and not fit for purpose. He wants to claim a full refund and made a complaint to Sainsbury's under Section 75 of the Consumer Credit Act 1975.

Sainsbury's didn't agree with Mr A. It thinks that the problems are because of how the goods have been fitted by his builder. However, it offered Mr A £500 for how it dealt with his Section 75 complaint.

Our adjudicator thought the windows and doors were faulty and said that Sainsbury's should arrange for installation of replacements. And pay the £500 for its customer service.

Mr A accepts this and says it will cost around £11,000 for a brand new installation, but Sainsbury's doesn't agree with our adjudicator.

On 16 November 2015 I issued a provisional decision on this case as follows:

> *I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*
>
> *When considering a complaint I look at relevant law. In this case Section 75 makes Sainsbury's responsible for the quality of the windows and doors which Mr A paid for on his credit card. But not the actions of Mr A's fitter because he purchased this service separately.*
>
> *Although the independent expert's report isn't very detailed it does confirm that the installation was poor, and this caused problems with the windows and doors. I don't agree with our adjudicator's conclusion that the report confirms the windows are faulty. A site report from the supplier also confirms that the installation is poor.*
>
> *There isn't strong evidence to suggest to me that the units don't work as they should, or that their general level of construction is poor. In fact, based on the evidence available I think that many of the issues Mr A is unhappy about could've been caused by poor fitting. Such as poor alignment, sharp edges and ripped gaskets.*
>
> *After looking at photos and the other evidence on file I accept there is a cosmetic issue with the goods which is probably not due to the installation. This appears to be the unpainted sections of the frames. However, I think this would have been visible before the installation.*

In fact I note an earlier email from Mr A's fitter which says:

I must say that the system which we are installing is not really fit for purpose the windows and doors are too heavy for the frames and the general quality of the units are poor

If the fitter knew the goods weren't suitable for the property, or of poor physical or cosmetic quality I question why they were installed – I am not convinced this was reasonable.

I don't think that a refund or complete removal and replacement is a proportionate remedy here. Based on what I have seen I think that Mr A's fitter has to take some responsibility for many of the fit and finish issues. Even if I accept aspects of the goods are defective (such as the paint finish), the fact that the fitter installed them makes fixing the problems more costly and difficult.

Mr A refused the supplier's initial offer of repair. However, the supplier has again offered to visit and touch up the finish of the internal frames and window handles. As a goodwill gesture it has also said it will change 2 astragal bars and replace a door unit. I also understand that Mr A and his wife have accepted a £400 payment from the supplier in compensation which it first offered in full and final settlement.

I am sorry to hear about the problems which Mr A and his wife have had with their windows and doors. However, all things considered, I can only fairly ask Sainsbury's to arrange with the supplier for these minor repairs to be carried out. I know that Mr A doesn't want an on-site repair, and believes it won't leave a perfect finish. But I have to take into account the actions of his builder too. It's up to Mr A to decide if he wants to accept this to resolve his complaint.

Sainsbury's has offered £500 for its complaint handling. While I accept there were some delays and poor customer service from Sainsbury's I think this is probably more than I would have recommended. But as Sainsbury's has offered the £500 I think it should pay this now.

my provisional decision

I direct Sainsbury's Bank Plc to arrange with the supplier to have the cosmetic issues addressed as it has offered to (as detailed above) in full and final settlement of this complaint. It should also pay Mr A the £500 it offered for its complaint handling.

Sainsbury's Bank did not object to my decision. But Mr A disagrees with it. In summary he says

- too much weight is being given to the expert report which lacks detail and is biased;
- other expert information indicates manufacturing defects with the windows and doors;
- the available evidence shows that the problems are from bad manufacturing;
- the windows and doors were sealed in polythene to keep them closed and could not be inspected before fitting;
- the goods were fitted so as not to delay the renovation project and because the fitter had removed the other windows;
- the quote from the fitter is from when he completed the fitting;

- the faults are beyond cosmetic and include operational problems – the doors do not open fully, the locking mechanism is visible and there are sharp draining parts as they have not been filled;
- he did not refuse the supplier's first offer to repair, but rejected further offers because he had spent a lot on goods which he and his wife expected to be supplied without defects;
- the compensation he has already received is out of the remit of this complaint as it relates to costs for other problems with supply of the wrong handle and window;
- the manufacturing defects cannot be fixed by onsite repairs and it is unclear what his fitters have done to cause problems with the windows, they installed the windows in good faith;
- Sainsbury's Bank should pay £500 for their inappropriate handling of the case, they delayed in taking action, contradicted themselves, operated in a bullying manner and caused stress and anxiety; and
- he doesn't want the supplier carrying out the repair as it showed no interest in fixing the problems to a satisfactory level in the past and there is nothing to guarantee it will do in the future – the supplier has not responded to some of the manufacturing faults and it is not known what they would do to solve these.

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 thank Mr A for his detailed response. While I have carefully considered it I am not minded to change my decision. I will explain why.

While I accept there are some problems with the windows and doors I'm still not convinced that some of these were not caused or worsened by the actions of Mr A's fitter. And while the expert report is not as detailed as I would like it does give the impression that the fitting was not to a high standard. I still think that some of the issues Mr A raises such as sharp edges and restricted movement of the doors or windows could be from damage caused during fitting.

I appreciate Mr A's strength of feeling about what he sees as a biased report, but looking at the wider evidence as well there just isn't enough to convince me that the windows and doors have all of the manufacturing defects which Mr A has mentioned.

I do agree that there are some defects with the windows. I'm not convinced that the quality of the glass isn't within normal tolerances. However, I don't think there is any dispute that there are some cosmetic issues with the paint finish of the frames (and the finish of the astragal bars). But the supplier has offered to come and repair these.

I agree that an onsite fix will not be an ideal situation or necessarily leave a perfect factory finish. I agree that normally you would expect a product free of minor defects. But as I have already explained – because of the actions of Mr A's fitters in installing the windows I think that repair and compensation is a fairer remedy than a costly replacement.

While I accept that Mr A wanted to get his renovation project completed I am still not convinced that his builders were unable to inspect the units before installing them or removing the windows that were already in place. Especially taking into account the email I quoted in my provisional decision (from his builder).

Mr A says his builder sent this email once installation was completed but I don't think this was the case especially when you consider more of the email which concludes '***but we will endeavour to carry out a quality installation'***.

I disagree the £400 which Mr A has already accepted in compensation from the supplier should be ignored as he has said. It isn't clear to me this was accepted in full and final settlement of specific issues. And in any case, because this is compensation which he has received for problems with the windows and doors it should fairly be taken into account when considering what Sainsbury's Bank needs to do now to put things right.

Mr A has no confidence in the supplier coming out to do what it has promised. He has said that it had no interest in fixing the problems properly. But Mr A accepts that he refused its further offers to come back and repair, so I am not sure I completely agree that the supplier has been unwilling to assist. Nevertheless, if Mr A accepts this decision Sainsbury's Bank is responsible for ensuring that the specified repairs are done.

Mr A says that the supplier has not responded to some of the manufacturing faults. But as far as I can see the things which are likely to be manufacturing faults, the spraying of the frames and the finish of the astragal bars, are going to be addressed. Overall, I think that these repairs are fair and reasonable. It is now up to Mr A if he wants to accept this.

I also think that Sainsbury's Bank Plc could have done better here, but I don't think it has acted in a *'bullying'* manner as Mr A has said. I still think that £500 is too much compensation for the way it has handled this complaint but as it has agreed to pay this I think it should.

If Mr A accepts this decision he would have received around £900 compensation in connection with his complaint about the quality of the windows and doors. All things considered, I think this, and the offer to touch up the cosmetic issues, is a fair way to resolve this complaint. Mr A clearly feels strongly about the matter, but he doesn't have to accept my decision, and can pursue his complaint by other means, such as court, if he wants.

my final decision

I direct Sainsbury's Bank Plc, in full and final settlement of this complaint, to arrange to have the cosmetic issues addressed in line with the supplier's offer. This includes touching up the paintwork on the internal frames and handles of the doors and windows, and replacing two astragal bars. It should also pay Mr A the £500 compensation it offered.

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

Mark Lancod
ombudsman