

complaint

Mrs D complains that Shop Direct Finance Company Limited will not compensate her for the damage that has been caused to her bed by bedding that she bought. Her complaint is made against Shop Direct Finance Company Limited under section 75 of the Consumer Credit Act 1974.

background

Mrs D used credit provided by Shop Direct Finance to pay £86 for some bedding. The colour from the bedding caused damage to her bed so she complained to the supplier, and then to Shop Direct Finance under section 75. She was not satisfied with Shop Direct Finance's response so complained to this service.

The adjudicator did not recommend that this complaint should be upheld. He concluded that the cash price of the goods bought by Mrs D was £86 - which was less than the £100 minimum required for a claim under section 75 - so it would be unfair to hold the business liable for the damage to the bed. He noted that Shop Direct Finance had credited £86 to Mrs D's account.

Mrs D has asked for her complaint to be considered by an ombudsman. She says, in summary, that the bedding has damaged her bed and that she should be entitled to compensation for that damage. She also complains about the poor service that she has received from the supplier.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

In certain circumstances, section 75 gives a consumer an equal right to claim against the supplier of goods or services or the provider of credit if there has been a breach of contract or misrepresentation by the supplier. However, the act says that section 75: *"...does not apply to a claim so far as the claim relates to any single item to which the supplier has attached a cash price not exceeding £100 or more than £30,000..."*.

Mrs D bought two items of bedding from the supplier which cost £55 and £31, giving a total of £86. None of those amounts exceeds the £100 minimum cash price required for a claim under section 75. I therefore do not consider that section 75 applies to the bedding that was bought by Mrs D. As such, it would not be fair or reasonable for me to require Shop Direct Finance to compensate Mrs D under section 75 for the damage that has been caused by the bedding. Shop Direct Finance has credited the £86 that Mrs D paid for the bedding to her account. Although I do not consider that Shop Direct Finance is liable to Mrs D under section 75, my decision does not affect any rights that Mrs D may have to claim compensation from the supplier of the bedding.

Mrs D also complains about the poor customer service that she has received from the supplier. I am only able to compensate her for any distress and inconvenience that she has been caused by the credit provider – Shop Direct Finance. I am not persuaded that there is enough evidence to show that Shop Direct Finance has provided poor customer service to Mrs D. I therefore do not consider that it would be fair or reasonable for me to require Shop Direct Finance to pay any compensation to Mrs D under section 75.

my final decision

For these reasons, my decision is that I do not uphold Mrs D's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs D to accept or reject my decision before 27 July 2015.

Jarrold Hastings
ombudsman