

complaint

Miss W complains NewDay Ltd will not refund payments she has made for furniture which is not fit for purpose.

background

Miss W has a credit card issued by NewDay and a credit card issued by a third party.

In 2014 Miss W bought a sofa using her third party credit card and a chair and footstool using her NewDay credit card. She subsequently complained to the retailer who sold the furniture that it wasn't firm or comfortable. Miss W says that she was told it would be firm and comfortable before she bought it. The retailer took time to investigate Miss W's complaint and then said that there wasn't a problem with the furniture.

Miss W complained to NewDay and the third party as she was unhappy with the retailer's response. NewDay accepts that it initially told Miss W that there was nothing it could do to help and offered £25 in compensation. Miss W complained to us about NewDay's response.

Following our involvement and the Furniture Ombudsman's, NewDay agreed to arrange for the chair and footstool Miss W had bought to be repaired. Our adjudicator recommended that NewDay also pay Miss W an additional £50 for the way it handled her complaint. Miss W said that she wanted a refund rather than a repair. She said that the third party who had issued her other credit card had agreed to refund her money for the sofa she had bought. An ombudsman was, therefore, asked to review her complaint.

my findings

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

I have spoken to Miss W and it is clear she is very unhappy with the chair and footstool she bought. I can understand why. She checked the chair would be firm before she bought it – Miss W has medical conditions which mean this is important to her – and says she was told it was. I can also see she is very unhappy with the retailer who she bought the furniture from. I am, however, considering her complaint against NewDay rather than the retailer.

The Furniture Ombudsman agreed with Miss W that the seat and back cushions do not support her condition. I think it was right to come to this conclusion. The Furniture Ombudsman also recommended that Miss W's chair and footstool be repaired. I can understand why Miss W wants to get rid of the chair and footstool now – not least because she has donated the sofa to a charity – but I do feel the Furniture Ombudsman's recommendations are reasonable. I am, therefore, going to require NewDay to carry out the Furniture Ombudsman's recommendations and pay Miss W £100 for the upset its handling of her complaint has caused.

my final decision

My final decision is that I require NewDay Ltd to arrange for Miss W's chair and footstool to be repaired in line with the recommendations of the Furniture Ombudsman. In addition, I require NewDay Ltd to pay Miss W £100 in compensation for the aggravation it caused as a result of the way it handled her complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss W to accept or reject my decision before 18 June 2015.

Nicolas Atkinson
ombudsman