

## **complaint**

Mr J complains that a bed he bought with a loan provided by Creation Financial Services Limited is not of satisfactory quality. He wishes to reject it. He brings this complaint under section 75 of the Consumer Credit Act 1974.

## **background**

Mr J bought the bed in April 2010, and it was delivered in June 2010. In January 2012, he complained to the supplier that the mattress was faulty. The supplier arranged an inspection which confirmed that the mattress was faulty, and the supplier replaced this without charge.

In September 2012, Mr J complained to the supplier that a fault had developed with the bed itself. The supplier arranged an inspection which confirmed that the bed was faulty, and that this was a manufacturing fault. The supplier offered to repair or replace the bed. However, Mr J said he had lost confidence in the supplier. He wanted to reject the bed and receive a refund. The supplier refused this, so he complained to Creation under section 75, which makes Creation equally liable with the supplier for any breach of contract.

Creation said that as the bed was purchased in 2010, it considered the supplier was not required to accept a cancellation of the contract. It considered that the supplier's offer to repair or replace the bed was a fair remedy. The adjudicator also considered this offer was fair in the circumstances.

Mr J responded to say, in summary, that he did not believe that any bed provided by the supplier would be of satisfactory quality, and so he should have a refund.

## **my findings**

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

It is not disputed that the bed was not of satisfactory quality when supplied. However Mr J did not discover the fault and complain about it to the supplier for more than two years after it was delivered to him.

Under the Sale of Goods Act 1979, when goods are bought by a consumer he has a short time after the goods are delivered to inspect and use the goods. If a serious fault becomes apparent during that time, he has the right to reject the goods and receive a refund of what he has paid. After that time his rights are limited to having the goods repaired or replaced.

By the time Mr J discovered the fault and complained to the supplier, he no longer had the right to reject the bed and cancel the contract, so the supplier did not have to agree to his request for this. The supplier still has to rectify the fault, by repairing it or replacing the bed if it cannot effect a repair. It has said it is willing to do this. Like the adjudicator, I consider it should be given the opportunity to do so.

I acknowledge that Mr J doubts that any repair or replacement will be of satisfactory quality. If this proves to be the case, Mr J's rights under the original contract to receive goods of satisfactory quality remain, as do Creation's equal obligations under section 75.

**my final decision**

For the reasons I have explained, my decision is that I do not uphold this complaint.

Lennox Towers  
**ombudsman**