

complaint

Mrs G complains that Caversham Finance Limited trading as BrightHouse added additional products to her finance agreement that she did not want or need and has failed to properly refund her.

background

Mrs G took out a finance agreement to pay for a kitchen and BrightHouse added two additional products to the finance agreement to cover damage liability and service. Mrs G did not want or need these products. Mrs G complained to BrightHouse and it was agreed that she could collect a cheque from her local store for a refund of the amount paid for these additional products. Mrs G went to collect the cheque but it was not available and a cheque was sent in the post to her.

BrightHouse has not explained how the refund was calculated or how much Mrs G has paid for these additional products.

The adjudicator recommended that the complaint should be upheld. She considered that the business had not explained how or why the products were added and had not properly dealt with Mrs G's request for a refund. BrightHouse did not respond to her requests for information and has not provided a response to her view that it should refund all of the payments under the agreement together with interest at 8% from the date of payment to the date of settlement. The adjudicator further recommended a payment of £50 in recognition of the distress and inconvenience caused to Mrs G.

my findings

I have considered all everything that Mrs G and BrightHouse have said and provided in order to decide what is fair and reasonable in this complaint.

I am satisfied that Mrs G did not need or want the additional products that were added to her finance agreement and BrightHouse has made an error in adding them. No information has been provided to show that Mrs G asked for these products and BrightHouse has refunded some of the money paid.

Mrs G has asked for confirmation of exactly how much has been paid towards these additional products and confirmation of when the cover was cancelled. BrightHouse has not responded either to Mrs G or to this service to provide this information. I consider that BrightHouse has not handled Mrs G's request for a refund properly and has not given her enough information about how the refund has been calculated.

I consider that BrightHouse has not dealt with this matter properly and this has caused Mrs G distress and inconvenience. The failure to respond to Mrs G and her wasted trip to the store has caused her inconvenience. I consider that £100 is a more appropriate figure and in line with other awards we make.

my final decision

My final decision is that I uphold this complaint. In full and final settlement of it, I order Caversham Finance Limited trading as BrightHouse to do the following:

1. Provide confirmation to Mrs G of the total amount paid for the additional products.
2. Provide confirmation of the date that the products were cancelled.
3. Refund Mrs G the total amount paid for the products.
4. Pay Mrs G interest on the amount payable under 3 above at the rate of 8% simple per annum[†], from the date of payment to the date of settlement minus the £200 previously paid.
5. Pay Mrs G £100 in recognition of the distress and inconvenience caused.

[†] I understand Caversham Finance Limited trading as BrightHouse is required to deduct basic rate tax from this part of the compensation. Whether Mrs G needs to take any further action will depend on her financial circumstances. More information about the tax position can be found on our website.

Mrs G should refer back to Caversham Finance Limited trading as BrightHouse if she is unsure of the approach it has taken and both parties should contact HM Revenue & Customs if they want to know more about the tax treatment of this portion of the compensation.

Emma Boothroyd
ombudsman