

## **The complaint**

Mrs C is unhappy with the quality of furniture she financed through an agreement with Creation Consumer Finance Limited (Creation)

## **What happened**

Mrs C entered into a fixed sum loan agreement with Creation on 7 August 2021. This was to purchase furniture from a supplier that I shall refer to as 'J'. The furniture was delivered in December 2021. Shortly after this, Mrs C says she complained to J, as the furniture was making a creaky noise and was to low down, causing back pain.

On 21 December 2021, J sent a technician to inspect Mrs C's furniture. The technician explained that he couldn't find fault with the furniture. Mrs C was unhappy with this and therefore complained to Creation.

Creation spoke to J and considered the conclusions of the technician that had inspected the furniture. After considering this, Creation said it was rejecting Mrs C's claim that the furniture was faulty. It said the technician had found no faults and that if Mrs C disagreed, then she would need to prove that a manufacturing fault existed.

Unhappy with the final response from Creation, Mrs C referred her complaint to our service. One of our investigators considered the complaint and concluded that given the evidence, they were unable to say the furniture was faulty. Mrs C again disagreed and said the issues were raised the day after delivery and that the furniture was faulty, as it was making noise and is lower down than it should be.

As Mrs C didn't agree, the complaint has been passed to me to decide.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mrs C used a fixed sum loan from Creation to pay for her furniture. This means that section 75 (s.75) is relevant to this complaint. To explain, s.75 is part of the Consumer Credit Act 1974 (CCA). It allows, subject to certain criteria, someone buying goods and/or services on credit to claim for a breach of contract or a misrepresentation against their credit provider when there is a like claim against the supplier.

Those criteria include things like the cost of the goods being between £100 and £30,000 and there being a debtor-creditor-supplier relationship. From what I can see here, all the necessary criteria for a claim to be made under s.75 have been met.

The Consumer Rights Act 2015 (CRA) is also relevant. The CRA implies terms into Mrs C's contract with J that, amongst other things, the furniture would be of satisfactory quality. This means if Mrs C was provided with furniture that wasn't of satisfactory quality, then Creation might be required to take further action to remedy the situation as it would be a breach of contract.

However, in this case I'm not persuaded that the furniture she received was faulty. As the investigator has said, we aren't experts in furniture and therefore tend to rely on the findings of experts. Here an inspection was carried out by one of J's technicians. This technician concluded that:

*"On inspection of the sofa I found all aspects of the sofa to be correct."*

The technician went on to say that:

*"... There is an amount of noise related to the finish of the fabric rubbing as it reclines but I found the seats, mech and fillings to be normal. All correct."*

Given this, it would appear the noise Mrs C has complained about isn't a fault. But rather something that can happen when a reclining sofa is in motion and the material rubs during that process. The technician also didn't find that the sofa had been lowered and confirmed that he was satisfied all aspects were correct.

Mrs C also hasn't provided any of her own evidence to challenge the findings of the technician and show that a manufacturing fault was present. Given this, I don't think there is sufficient evidence to suggest the furniture was faulty when it was supplied to Mrs C.

I appreciate Mrs C's point that the sofa is causing back pain. This is unfortunate and I sympathise with her, but this doesn't mean the furniture is faulty. As I've explained above, I'm not persuaded based on the available evidence, that a fault is present.

Therefore, I don't think that Creation acted unfairly in declining Mrs C's claim.

### **My final decision**

I don't uphold Mrs C's complaint against Creation Consumer Finance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 28 July 2022.

Paul Blower  
**Ombudsman**