

The complaint

Mr A has complained that Secure Trust Bank Plc, trading as V12 Retail Finance ('V12'), hasn't helped him in respect of some flooring he bought.

A times, Mr A has been represented in bringing his complaint. But for clarity, I'll refer to all submissions made on his behalf, as having been made by him directly.

What happened

Mr A bought some flooring from a third party, on a supply only basis, using finance from V12. Unfortunately, he's experienced issues with it, and feels it was mis-sold. He's explained that the third party led him to believe he didn't need a screed subfloor, and this was a key factor in him entering into the agreement.

Accordingly, he raised a claim with V12 under section 75 of the Consumer Credit Act 1974. However, it declined the claim, on the basis that the flooring wasn't faulty. Rather, it had been installed incorrectly. Unhappy with this, Mr A complained to our service.

One of our investigators looked into what had happened, but didn't think V12 had behaved unfairly. She was satisfied that there was nothing wrong with the flooring itself. Instead, it had been installed incorrectly – and the installation wasn't covered by the finance agreement. This was because the expansion gaps were not within the required specifications. Further, it had been laid on a wooden subfloor that hadn't been screed, meaning it would be uneven.

Our investigator looked at the product specification for the flooring. This indicated that no underlay was required. However, it was silent regarding any subflooring. She also looked at the packaging, which says that the flooring hides imperfections in the subfloor. It does not say that a screed subfloor isn't required.

Mr A also explained that the sales representative told him a screed subfloor wasn't needed. But this was after Mr A had actually entered into the finance agreement. For it to be a misrepresentation, it would have needed to have been before the agreement was entered into. This is because it would have needed to be something which induced Mr A to enter into the agreement in the first place.

For these reasons, our investigator thought it had been reasonable for V12 to decline the section 75 claim.

Mr A disagreed, so his complaint's been passed to me.

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.

Having done so, I'm not upholding it. This is for the same reasons as those given by our investigator. The finance agreement covers the flooring itself, not its installation. And here,

the issue is with the installation. And I've seen nothing to persuade me that Mr A was told, prior to buying the flooring, that it could be laid without a screed subfloor. Further, it appears that it was laid with incorrect expansion gaps.

This means I don't think it was unreasonable for V12 to decline the section 75 claim, on the basis there wasn't a breach of contract or misrepresentation.

My final decision

For the reasons given above, it's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 8 April 2025.

Elspeth Wood
Ombudsman