

## **The complaint**

Mr W has complained that Creation Consumer Finance Ltd “Creation” sought to collect payments under a credit agreement before the product was fully delivered and installed.

## **What happened**

Mr W bought a solar panel system (the system) for his home in early 2022. The purchase was funded by a loan from Creation, and Mr W’s complaint concerns whether Creation sought payment under the loan agreement too early. Mr W alleges that the installer did not complete the installation in September 2022, as claimed by Creation but in May 2023. Creation does not collect payments under its loan agreements until the solar panel system have been delivered and installed.

Mr W says a satisfaction note sent by the supplier to Creation to trigger the collection of payments under the credit agreement was signed fraudulently as he did not sign it. He says Creation should not have sought repayment of the finance until the system was fully installed in May 2023. He wanted to void the agreement in full and remove the account history from his credit file. He wanted to set up and sign a new credit agreement to pay for the system that was installed.

Creation said it repeatedly checked with the supplier when the installation was complete, and it confirmed this was September 2022, so it correctly sought repayment. So, it did not uphold his complaint. Unhappy with this Mr W referred the matter to our service.

Mr W’s complaint was considered by one of our investigators. She didn’t recommend the complaint to be upheld as she said it looked like the system was delivered and installed on the roof in September 2022. She said if Mr W was unhappy with the installation, he could raise a section 75 claim under the Consumer Credit Act, but in the meantime payments were due.

Mr W disagreed. He feels that the contract was not fulfilled as the goods hadn’t been fully delivered and installed and Creation had sought repayment before the supplier delivered all the goods and services under the contract. He also felt the investigator didn’t address his concerns over the satisfaction note being fraudulently completed which he felt undermined the validity of his agreement. Our investigator explained that she wasn’t looking at a complaint against the supplier and couldn’t assess whether the supplier had fraudulently signed it.

As the complaint couldn’t be resolved by our investigator, I’ve been asked to make a decision.

## **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 carefully considered everything provided, for broadly the same reasons as those explained by our investigator, I do not uphold this complaint.

Firstly, I wanted to address that while I understand Mr W feels the satisfaction note was fraudulently signed, as explained by our investigator, we are not looking at a complaint against the supplier – but against Creation the finance provider. Creation does not seek to recover any payments under the agreement until the system has been installed. So, the most important issue is *whether the system was installed*, rather than whether the satisfaction note was signed. The satisfaction note is part of its process, but with this note, it is seeking to check whether the system has been installed or not.

On receipt of Mr W's concerns, Creation repeatedly checked with the supplier if the installation had been completed, and it confirmed it had been completed in September 2022. So even if the satisfaction note didn't exist, Creation could have continued to try to collect payments.

I understand Mr W's concerns and frustrations over the satisfaction note, but as explained above, I'm not investigating the supplier as part of this complaint. I'm considering the acts of Creation, and it sought to collect payments after confirming with the supplier that the system had been installed.

While I understand Mr W's testimony is that the system wasn't fully installed until May 2023, the supplier has repeatedly told Creation that it was completed in September 2022. I can see a NAPIT certificate that was sent to Mr W after the installation – and this also notes the installation date as September 2022.

I've looked at the contact notes from Creation and from the supplier – and nothing supports the claim that the installation wasn't completed as the supplier says in September 2022. So, while I sympathise with Mr W – I'm afraid the evidence doesn't support his testimony and I have to make a decision based on the available evidence.

I've also thought about Mr W's claim that the credit agreement was invalid because of the use of the satisfaction note but I'm afraid I don't agree. The credit agreement was signed by Mr W in February 2022, and it looks like everything was done correctly at the time. Creation is entitled to collect payments after the system is installed and while the satisfaction note is part of its process in checking that, ultimately, its decision to collect is based on whether the system is installed or not.

So even if Mr W didn't sign the satisfaction note, based on the available evidence, it looks like the system was installed in September 2022. So, I don't think Creation acted unfairly in subsequently trying to collect payments and I don't think the satisfaction note has undermined its validity.

As our investigator explained, if Mr W felt the installation wasn't completed with reasonable care and skill, or if it was faulty in any way, he was able to raise a section 75 claim for this. But the goods on the whole had been delivered and installed, so the payments were due.

While I've carefully considered Mr W's testimony, I'm afraid there simply isn't sufficient evidence to support his claim that the installation wasn't completed in September 2022, and Creation acted unfairly by trying to collect payments after this date. So, I don't think there's sufficient evidence here to uphold this complaint.

I understand Mr W is concerned about his credit file, but he's also confirmed that he hasn't made the payments due under the agreement. Creation is obligated to report any information to credit reference agencies accurately so as long as it's done that, it hasn't acted incorrectly. As I've found that Creation acted correctly in seeking repayment, I can't reasonably find that it shouldn't have reported any missed payments etc. Mr W's credit file should accurately reflect how the payments have and haven't been made under the

agreement. If he hasn't already done so, I encourage Mr W to now contact Creation to agree a way forward with repaying his loan.

### **My final decision**

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 24 April 2025.

Asma Begum  
**Ombudsman**