

## **The complaint**

Mrs H complains about the quality of goods she bought using a catalogue shopping account with FREEMANS PUBLIC LIMITED COMPANY (Freemans).

## **What happened**

On 29 August 2023, Mrs H purchased a tumble dryer from Freemans for £379.99. The charge for this item was applied to Mrs H's running credit account with Freemans. The tumble dryer was supplied by another company.

In April 2025, Mrs H contacted Freemans to raise concerns about the tumble dryer. She said that after 18 months of use, it had started to make loud sounds and shake when in use. Mrs H had approached the dryer manufacturer who said it would cost £235 for repair costs. As she was unwilling to pay this, Mrs H said to Freemans that under the Consumer Rights Act 2015 (CRA 2015) she is entitled to goods of satisfactory quality, and she would not expect a tumble dryer to have these issues so soon after purchase, indicating a manufacturing fault.

Fraser's responded in May 2025 to say that since the item was outside the warranty period, Mrs H would need to demonstrate that there was a defect. Fraser's would then assess whether a repair or replacement is warranted.

Mrs H brought her concerns to our service. Our investigator reviewed the complaint and said there is not currently enough evidence to support the conclusion that the product is faulty or that it was not of satisfactory quality when purchased. Therefore, our investigator did not find the matter had been handled unfairly by Freemans.

Mrs H asked for an Ombudsman to consider her complaint. She said the failure of the tumble dryer to work properly after 18 months, and the cost of repair quoted by the manufacturer indicate the goods were not of satisfactory quality, durable and fit for purpose. Freemans did not ask Mrs H for evidence of fault, and she has put the dryer outside as it is not of use to her. Mrs H believes that the short life span of the dryer is indicative that her claim should succeed. So, the complaint has now 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.

I would like to start by saying that I have provided a brief summary of the events that occurred above. I intend no discourtesy by this and can assure both parties that I have taken all the information provided into consideration when reaching a decision on this complaint.

In this decision, I'll concentrate my comments on what I think is relevant. If I don't comment on a specific point, it's not because I've failed to consider it, but because I don't think I need to comment in order to reach a fair and reasonable outcome. Our rules allow me to do this, and this reflects the nature of our service as a free and informal alternative to the courts.

Section 75 allows – in certain circumstances - for a creditor (Freemans) to be jointly and severally liable for any claim by the debtor (Mrs H) of breach of contract or misrepresentation made by a supplier of goods and/or services. The key issue here is the quality of the goods purchased and so the CRA 2015 applies.

The supplier provided the goods to Mrs H and the purchase was made through her catalogue shopping account. So, Freemans can be held accountable for the quality of the goods. The CRA 2015 says that goods should be of 'satisfactory quality'. In essence this is what a reasonable person would consider to be satisfactory taking into account all the relevant circumstances, such as their price and description. Aspects of the quality of the goods include their fitness for the purpose for which the goods are usually supplied, their appearance and finish, safety and durability.

Mrs H has indicated that the goods were in working order for 18 months following the purchase, after which she started to experience issues. Whether or not Freemans can be held to offering a repair or replacement depends on whether the goods conformed to the contract at the point of supply – so, we need to consider whether the goods of satisfactory quality at the time that the order was fulfilled.

Although I understand Mrs H's point about expecting a longer shelf life for the dryer, the CRA 2015 indicates that if an issue occurs within the first six months after purchase, the goods will generally be assumed not to have conformed to the contract. So, it would be for Freemans to show whether the goods were faulty or not. In this case, however, the dryer worked fine for the six months, and it was 18 months after supply of the goods that the issues surfaced.

In this case, the requirement to show that the goods did not conform to the contract at the point of supply falls to Mrs H. It is not enough to say the dryer is faulty. But rather Mrs H would need to demonstrate whether the fault is present, what the fault is, and whether it can be attributed to an issue at the point of supply. There are many things that might affect performance of a tumble dryer over time, so the type of evidence described above is necessary in order to hold Freemans liable for any issues with the goods.

In this case, Mrs H has declined to provide any evidence of fault. And as far as I can see, Freemans said it would require this evidence to proceed with the claim. I therefore do not find that there is enough evidence to demonstrate a breach of contract and as such, find that Freemans has treated Mrs H fairly with regard to the outcome of her claim.

### **My final decision**

My final decision is that I do not uphold Mrs H's complaint against FREEMANS PUBLIC LIMITED COMPANY.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 23 October 2025.

Vanisha Patel  
**Ombudsman**