

The complaint

Mr R complains Creation Consumer Finance Ltd handled his claim under section 75 Consumer Credit Act 1974 (“section 75”) about the supply and design of a kitchen unfairly.

What happened

In September 2024, Mr R took out a fixed-sum loan from Creation Consumer Finance Ltd (“Creation”) to finance a kitchen he bought from a supplier (which I’ll call “S”) for around £4,000. S agreed to design and supply the kitchen. A third-party (“T”) installed it.

I understand the kitchen was for the benefit of Mr R’s sister, and his niece has corresponded with us on his behalf. For ease of reference, I’ll refer to “Mr R” throughout.

The crux of Mr R’s complaint relates to the supply and design of the kitchen, and Creation’s liability for this under section 75 for any misrepresentation or breach of contract by S.

Following the initial home visit, Mr R says S provided a 3D illustration showing how the kitchen would look in the kitchen space. As the illustration showed the oven cupboard covering the existing entryway light switch, he relayed his concerns to S.

S amended the kitchen plan to show there would be space for the light switch between the oven cupboard and the kitchen entrance. As the plan resolved Mr R’s concerns, he proceeded with the purchase and handed the plan to T who installed the kitchen.

T didn’t move the light switch. Mr R said this was in breach of building and health and safety regulations, resulting in the council compelling him to remove the oven cupboard. Mr R said S was at fault because it didn’t make it clear on the plan the light switch had to be moved. He also referred to kitchen cupboards that were larger than those set out in the agreed plan.

In December 2024, a field manager from S inspected the kitchen and identified issues with the kitchen that it said were caused by T’s poor installation. S also noted that a “pre-fit” assessment to identify pre-installation issues hadn’t been carried out.

As S didn’t take responsibility, Mr R raised a claim under section 75 with Creation. He said S’s kitchen plan amounted to a misrepresentation, because it indicated there would be space for the light switch when there wasn’t. Alternatively, he said S had breached its contract because the kitchen units misaligned with the plan and weren’t fit for purpose. He wanted a full refund, compensation for the additional work that had to be done to put things right, and compensation for the distress and inconvenience caused.

Creation declined Mr R’s claim. It thought the plan was clear enough, and the kitchen units supplied of the right size and as ordered based on the evidence. Our investigator agreed. As Mr R remained unhappy, the complaint has come to me for 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 done so, I've reached the same conclusion as our investigator. And for broadly the same reasons. I've explained why below.

While I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party – it reflects my role resolving disputes with minimum formality. I'd like to assure both parties I've carefully considered everything they've sent.

At the outset, I think it's worth noting that as a gesture of goodwill, S offered to replace the damaged kitchen units (of which some were damaged on arrival, and others were caused by installation errors), offer a 50% discount for the scratched hob, and support fixing what were largely installation-related issues. I also note that under the CRA, replacement of defective units is a typical remedy for defective parts.

I don't intend to comment extensively on the damaged units. This doesn't form part of Mr R's core complaint to our service and, in any event, section 75 here refers to a "like claim" against S, not T. Given S's offer also includes replacements for installation-related damage, which is something S isn't responsible for, it likely goes beyond what's required on the current evidence before me. So I don't find S's offer relating to the damaged kitchen units, or Creation's endorsement of it to be unfair. I leave it to Mr R to accept the offer.

What I've instead focused on is Mr R's core complaint that the kitchen did not match what was represented or agreed, and whether Creation acted fairly by concluding it wasn't liable under section 75 for this.

Section 75 Consumer Credit Act

Under section 75, Mr R can hold Creation responsible for a "like claim" he would have against S for breach of contract or misrepresentation.

Certain criteria must be met for section 75 to apply relating to matters such as the cash price of the goods Mr R bought, and the relationship between the parties to the transaction. I'm happy those are met here, so I've gone on to consider whether there's sufficient evidence of a breach of contract or misrepresentation.

During the initial home visit, Mr R said S misrepresented what the final kitchen would look like. For a misrepresentation to have occurred, Mr R must show S likely made a false statement of fact that induced him to enter the sales contract.

I understand Mr R had no intention of buying a kitchen that would involve him having to move the existing light switch at extra cost — and he feels S gave the impression he wouldn't have to move the switch, or that S didn't clearly explain that it needed to be moved. He also said S led him to believe there wouldn't be any obstructions. If not for these misrepresentations, he says he wouldn't have agreed to the contract.

I cannot say for sure what was said during the initial home visit, as there's no direct documentary record of that conversation. S said the conversation went differently and confirmed there was an agreement to move the light switch. In support, it supplied the original surveyor's plan showing the light switch was covered, and a copy of the amended plan showing it wasn't covered with an additional note to move a light switch.

I don't think there's sufficient evidence of any misrepresentation made during the home visit. Rather, based on the paperwork and other evidence I've seen, I think it's more likely S simply agreed to accommodate the need to move the light switch.

I also need to consider if there's a breach of contract. Section 11 of the Consumer Rights Act 2015 ("CRA") implies a term into the contract that goods will match their description. And in drawing up the plan, S needed to exercise reasonable care and skill under section 49 of the CRA. I've considered whether these contractual duties were met below.

Light switch relocation

Mr R said the plan drawing doesn't indicate the light switch had to be moved. There's an annotation with the number "8" next to the light switch, but this refers to ensuring large items can be accepted. It doesn't relate to moving a light switch, which is instead addressed under annotation 15 — listed under the "important information" section of the contract.

Annotation 15 states "LS has to be moved". I understand "LS" to mean "light switch". Mr R's comments suggest he believes S failed to exercise reasonable care and skill because it didn't include annotation 15 on the drawing and failed to specify the relevant light switch.

I appreciate the instructions for moving the light switch could have been clearer, but I think they were clear enough overall.

There are a number of annotations shown on the plan drawing itself, and further annotations under the "important information" section of the contract that aren't on the drawing. It's clear not every "important information" annotation has been included, which I think is likely due to space and layout constraints. I don't think that, in itself, shows a lack of reasonable care.

I accept annotation 15 doesn't identify a specific light switch. But the drawing itself makes clear the entryway light switch was intended to be located next to (rather than behind) the oven cupboard. Taken together, I think that was enough for a reasonably competent installer to identify which switch to be moved, and where it needed to be moved to. So I don't think S breached the contract here.

In any event, S supplied the kitchen on a supply-only basis. The contract also made clear that S's designers and surveyors are not technical experts, and that Mr R and his chosen installer should check the kitchen can be installed as designed. S also provided a "pre-installation checklist" for Mr R and his installer to go through, before installing the kitchen. The instructions there include the need for T to take detailed measurements of the room and ensure there weren't any obstacles or structural features that would prevent the kitchen being installed as planned.

I don't think those terms remove S's obligations under the CRA, but they do show the installation checks expected of Mr R and his installer. And because the installer hadn't carried out those checks, it's difficult to fairly conclude the light switch remaining unmoved was a result of something S did or didn't do, rather than something T failed to do.

Given this context, I would expect a reasonably competent installer to identify, after reading the plan and annotation 15, that a light switch needed to be moved. And if it couldn't work out which switch to move, I'd expect it to raise the issue before installation. So I'm not persuaded the light switch remained in place because of any breach of contract by S.

I've kept in mind the expert report Mr R submitted. The report says the technician reviewed the kitchen plan and the 3D illustration, but it doesn't say the technician inspected the kitchen. The report also appears to proceed on the basis that the 3D illustration represented the final agreed kitchen, when in fact amendments had taken place. In the circumstances, I don't think the report assists meaningfully on the light switch issue.

Kitchen units

Mr R said the kitchen units supplied weren't capable of fitting into the kitchen space in a way that aligned with the kitchen plan. He said this amounts to a breach of contract as the kitchen supplied didn't match the plan's description.

Alternatively, he suggested the kitchen wasn't fit for purpose (as required by section 10 of the CRA) because the units could only be installed in a way that contravened regulatory requirements.

While I sympathise with Mr R that the kitchen didn't meet his expectations, I'm not persuaded this was due to a breach of contract by S.

It appears the only person with any expertise who inspected the physical kitchen was a field manager from S. He hadn't found any manufacturing defect in the kitchen parts supplied, and didn't conclude the kitchen units were different from what was in the contract. He also didn't conclude the units couldn't be fitted in accordance with the plan, or that doing so would breach building or health and safety regulations.

I'm aware of the report Mr R submitted in support. However, that report appears to have been prepared by a technician who only reviewed the kitchen plan and the 3D illustration. They did not inspect the installed kitchen or the units supplied. It also focuses on the differences between the 3D illustration and the plan, rather than whether the actual units supplied matched what was agreed. In the circumstances, I don't consider it strong evidence that the goods supplied were not as described or fit for purpose.

Overall, I'm not persuaded the current evidence establishes the supplied kitchen units were not as described or unfit for purpose.

Customer service

I don't find Creation acted unfairly in any other way while handling Mr R's section 75 claim.

Mr R contacted Creation around November 2024. S's field manager completed their report in early December 2024. Creation issued its final response in January 2025. In that time, I can see Creation had acted proactively in communicating with both Mr R and S to try and resolve what appear to be an array of complex issues. While I appreciate Creation could have acted or responded more quickly at times, and resolved the claim sooner, I don't think the delays are of a level that warrants compensation.

In summary, as I don't think there's sufficient evidence of a misrepresentation or breach of contract by S, I don't find Creation acted unfairly by concluding they didn't have any liability under section 75. So I'm not asking Creation to do anything further.

My final decision

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 11 February 2026.

Alex Watts
Ombudsman