

### **The complaint**

Miss L complains that Glow Financial Services Limited trading as Samsung Finance (Glow) rejected her claim for recompense in respect of a faulty phone.

### **What happened**

Miss L purchased a mobile phone in August 2023 at a cost of £944.10 which was funded by an interest free loan from Glow. The screen stopped working and in April 2025 she took the phone to a retail shop. Miss L says that the retailer told her the cosmetic damage would not affect her warranty. It was sent to Samsung support which decided it did not qualify for repair under warranty due to damage to the camera lens and wear to the hinge consistent with misuse. She was given a quote for the repair of the phone which she rejected. She subsequently had it repaired under separate insurance cover and paid an excess of £100.

She claimed this additional cost from Glow under section 75 Consumer Credit Act 1974 (s.75). Glow rejected her claim and her complaint.

### **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.

When the evidence is incomplete, inconclusive or contradictory as some of it is here – I've reached my outcome on the balance of probabilities – that is, what I consider likely to have happened given the available evidence and the wider circumstances.

I want to acknowledge that I've summarised the events of the complaint. I don't intend any courtesy by this – it just reflects the informal nature of our service. I also want to assure Miss L that I've reviewed everything on file. If I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

Having considered the evidence provided by both parties I do not consider I can uphold this complaint. I will explain why.

This complaint has been submitted as a claim under s. 75. This legislation offers protection to customers who use certain types of credit to make purchases of goods or services. Under s. 75 the consumer has an equal right to claim against the provider of the credit or the retailer providing the goods or services, if there has been a misrepresentation or breach of contract on the supplier's part. For s. 75 to apply, the law effectively says that there has to be a

- : • Debtor-creditor-supplier agreement and
- A clear breach of contract or misrepresentation by the supplier in the chain.

Our role isn't to say if there has been a breach of contract or a misrepresentation for a valid

claim under s. 75 but to consider if Glow has come to a fair outcome based on the evidence provided. I am satisfied the required agreement is in place and so I must consider if there has been a breach of contract or misrepresentation.

I have also taken note of the Consumer Rights Act 2015. The Consumer Rights Act 2015 says the quality of goods are satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances. I would also add that my remit only covers the actions of Glow and not the repair centre or the phone's supplier.

Miss L's claim was made more than six months after the point of sale and so the onus is on her to demonstrate the fault was present at the point of sale or that the phone had an inherent fault. I appreciate she has said that this is difficult for her to do, but it was open to her to have an independent report carried out to enable Glow to support her claim. I also note she has suggested this service seek information from the company which repaired the phone, but our role is to consider the decision reached by Glow based on the evidence it was given.

The Samsung repair centre concluded that the phone had suffered some damage commensurate with the phone being dropped and so it concluded any repair fell outside the terms of its warranty. I can understand that the phone may have suffered wear and tear over the 16 months Miss L had it. That may or may not have contributed to the loss of the screen, but I have seen no evidence that there was a fault with the phone at the point of sale.

Miss L has referenced reports online of other users encountering similar difficulties, but these do not demonstrate that the phone had an inherent fault. An inspection by an independent expert would be required to deliver that. Neither this service nor Glow has been given sufficiently clear evidence to demonstrate the cause of the fault. It is quite possible that wear and tear or some other accidental damage led to the screen ceasing to work. I appreciate Miss L thinks otherwise, but without the evidence it is difficult to conclude that there has been a breach of contract.

I recognise Miss L believes the fault should have been covered under the warranty, but that is a matter for her and Samsung. In conclusion, while I have every sympathy with Miss L I cannot say Glow did anything materially wrong in its handling of her claim and complaint.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 2 February 2026.

Ivor Graham  
**Ombudsman**