

The complaint

Mr W complains that Creation Consumer Finance Ltd (Creation) has treated him unfairly in relation to a claim made under Section 75 of the Consumer Credit Act 1974 (Section 75).

What happened

In July 2024, Mr W purchased a washing machine costing £649 and a dishwasher costing £539 from a merchant, who I'll call C. Mr W also paid £30 each for the installation of the items. The total cost of the goods was charged to Mr W's running credit account with Creation, with a buy now pay later arrangement.

Mr W has said that when delivery of the items was made, there was only one open connection available. So, C installed the dishwasher only. C pushed the washing machine into the gap and left it there.

Mr W states that he then installed the washing machine himself. He put a load in the washing machine, started it and went to work. When he returned, he found that both the washing machine and the floor beneath it had been damaged. The cause of the damage was the transport bolts not having been removed from the washing machine.

Mr W complained to C about the transport bolts having been left on the machine. He said as he had paid for installation, these should have been removed by C. C said Mr W had not paid for installation of the washing machine and Mr W had been left with the relevant pipes so he could complete the installation himself. C further said it had taken pictures on the day, and these verified no damage had been caused by its staff. So, C took no liability for the damage Mr W was complaining about.

Mr W then raised a claim under Section 75 with Creation. He was asking for a replacement washing machine and for the damage to his floor to be corrected. He provided quotes for repair of the flooring as well. Creation considered the claim and for the same reasons as outlined by C, it rejected the claim. Mr W then brought his complaint to our service.

Our investigator said she could see installation was included when Mr W purchased the goods, however despite this, the washing machine had not been fitted by C because it was unable to do so as there was only one open connection. Our investigator did not find there had been a breach of contract because C could not have foreseen that Mr W would not remove the transport bolts when he was installing the machine. So, our investigator found the claim had been declined fairly.

Mr W then asked for an ombudsman to consider his complaint. He said C should still have removed the transport bolts from the machine as part of the installation service that was agreed and paid for. He said its inability to connect the machine did not alter the requirement on C to remove the transport bolts, and its failure to do so caused damage to his floor. 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 (Creation) to be jointly and severally liable for any claim by the debtor (Mr W) of breach of contract or misrepresentation made by a supplier of goods and/or services (C).

Despite what C and Creation have said, the invoice supplied by Mr W clearly shows that Mr W paid £30 for the installation of the washing machine and a further £30 for the installation of the dishwasher. Both C and Mr W have confirmed, however that it was only the dishwasher that was installed on the date of delivery.

The installation terms and conditions state:

“Washer & Dishwasher Installation

What isn't covered by our laundry installation service:

- *We cannot plumb two waste pipes into one*
- *We cannot make any alterations to your existing plumbing or electrical connections*
- *Installation only available when taken with a delivery service. Delivery charge may apply*

We cannot refund this service if:

- *You haven't completed the necessary pre-visit preparations*
- *Additional work is required to complete the installation that we don't cover above”*

It therefore seems that Mr W had two machines for which he had paid for installation, but in only having one open connection, he was only able to have one of the machines installed. The terms are clear in that C will not make any alterations to the existing plumbing connections and so I find it reasonable that without the appropriate connections required, C was entitled to refuse to install both machines on the day. The terms also make clear that in a situation such as this, a refund of the installation fee will not be granted.

Neither party is denying that C did not install the washing machine. Mr W is under the impression that C was still responsible for removing the transport bolts. There is no information that suggests to me that C was required to do this. In fact, I think if it had done so after declining to install the washing machine as the connections were not correct for it to do so, it would have been completing a partial installation which would open it up for further liability in relation to the installation. As it is, it did not touch the machine aside from to move it in to place as part of its delivery service. I find this was reasonable action for it to take in the situation described.

I can understand how distressing this matter must be for Mr W. He purchased a new washing machine, and now both the machine and his floor are damaged. However, having considered the events that have taken place, I do not agree that C was required to remove the transport bolts. As such, I don't find a breach of contract has been established and it was therefore not unreasonable for Creation to have declined his claim under Section 75.

My final decision

My final decision is that I do not uphold Mr W's complaint against Creation Consumer Finance Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 9 January 2026.

Vanisha Patel
Ombudsman