

## The complaint

Mr P complained about the quality of a TV he bought using a fixed-sum loan agreement with Glow Financial Services Limited (GFSL).

## What happened

In February 2024, Mr P purchased a TV from an online retailer I'll refer to as "S" for approximately £1,200. The purchase was made using a fixed-sum loan agreement with GFSL, which was interest-free and required Mr P to make 24 monthly repayments of around £45.

Mr P reported issues with the TV's screen to S in June 2024. S agreed to inspect the TV to consider a warranty claim. It informed Mr P that the warranty is repair based and that any physical damage voids the warranty and any subsequent repairs become chargeable.

However, when arranging the visit, Mr P said he didn't want the repair to take place in his home and instead requested that the TV be collected and repaired off-site. In July 2024, S said that the inspection would need to take place in Mr P's home due to the TV's size and said that someone would be in touch to arrange an appointment. Mr P said that an appointment was arranged in August 2024 but this was cancelled by S and he didn't hear anything more.

Mr P contacted the Financial Ombudsman to complain in November 2024. After our service informed GFSL of Mr P's complaint, it considered a claim under Section 75 of the Consumer Credit Act 1974 (Section 75). It explained that, as the TV had been purchased in February 2024, it was for Mr P to demonstrate that the goods were faulty at the time of purchase or unfit for purpose. GFSL said that when Mr P contacted S, it offered to inspect and potentially repair the TV and that this offer remained open. GFSL considered S' actions reasonable and said that the Section 75 claim was not successful.

Mr P said he had always been open to a repair but was unhappy with the delays in resolving the issue.

An investigator reviewed the complaint and thought that S' offer to repair the TV was fair. He said he was minded to recommend compensation but wanted to resolve the issue with the TV first. However, GFSL didn't agree to offer compensation as it didn't think that it had caused any delays, it said it was first informed of the issue in November 2024 and responded to the Section 75 claim in January 2025.

I issued a provisional decision on this case. In this I said:

*When considering what is, in my opinion, fair and reasonable, I must take into account relevant law and regulations; regulator's rules including Consumer Duty, guidance and standards; codes of practice; and what I believe to have been good industry practice at the relevant time.*

*Mr P purchased the TV using a regulated fixed-sum loan agreement, and our service is able*

*to consider complaints relating to such agreements.*

*Under Section 75, GFSL is jointly liable for any breach of contract or misrepresentation made by the supplier of goods or services - in this case, S. For a valid Section 75 claim, there must be a debtor-creditor-supplier (DCS) agreement in place, and the financial thresholds must be met. I'm satisfied that these criteria have been met.*

*The Consumer Rights Act 2015 (CRA) is particularly relevant here. It implies a term into contracts for goods that they must be of satisfactory quality. This includes being free from minor defects and being durable and fit for purpose. The CRA also sets out what remedies are available to consumers if statutory rights under a goods contract are not met. Given the TV was brand new it should've been in perfect condition, free from even minor defects as well as durable.*

*The CRA sets out that goods which do not conform to the contract at any time within the period of six months beginning with the day on which the goods were delivered to the consumer must be taken not to have conformed to it on that day. Unless it's established the goods did conform to the contract on that day or that the application is incompatible with the nature of the goods or with how they fail to conform to the contract.*

*Mr P hasn't complained the goods were misrepresented. So, I've gone on to consider whether GFSL's response to the breach of contract claim was fair.*

*I agree with the investigator that there has been some confusion, likely due to the retailer and manufacturer sharing a similar brand name. However, under the credit agreement, GFSL is the finance provider—not the supplier of the goods.*

*Mr P contacted S within six months of purchase and referred to the CRA, stating that the TV was faulty and requesting a replacement. However, I can't see that GFSL was aware of the issues with Mr P's TV until November 2024 after Mr P contacted this service. While I appreciate Mr P may have assumed S and GFSL were the same entity, under the credit agreement they are distinct. Mr P is entitled to bring a claim against GFSL for breach of contract or misrepresentation by S, but I don't think it was unreasonable for GFSL to request evidence from Mr P to support his claim.*

*GFSL said it considered S' offer to assess and repair the TV to be fair. The CRA states that a consumer can't require a trader to repair or replace the goods if that remedy is disproportionate compared to the other of those remedies. I appreciate Mr P said he wanted a replacement; however, I think that as S made an offer of inspection and possibly repair under warranty, a replacement may have been disproportionate in comparison to the offer it made. Mr P said he was open to this, but said S failed to follow up after an appointment was arranged in August 2024. I haven't seen evidence of this appointment or its cancellation. It appears S was open to assessing the TV, so I don't think GFSL acted unfairly by advising Mr P to contact S when it responded to the Section 75 claim in January 2025. However, I don't think by explaining the offer of inspection and possible repair, GFSL accepted that there was a breach of contract under Section 75, which it could be held liable for.*

*For me to conclude that GFSL acted unfairly by declining the Section 75 claim I'd need to be satisfied that there was a breach of contract. I understand Mr P contacted S within six months and asked for a replacement. He provided photos to show that lines appeared on the TV screen which impacted the ability to watch it properly. However, I think it's difficult to conclude based only on Mr P's testimony and the photos provided that the TV was of unsatisfactory quality to then say GFSL is liable. It's unfortunate S hasn't inspected the TV, as this may have clarified the cause of the fault. In the absence of further evidence showing*

*the issue was due to an inherent fault or lack of durability, I don't think GFSL acted unfairly by declining the Section 75 claim.*

*I understand Mr P's frustration—he's paying for a TV that isn't working properly, and it's been some time since he first raised the issue with S. But my role is to assess whether GFSL handled the Section 75 claim fairly. While I acknowledge the delays Mr P experienced with S, I can't hold GFSL responsible for those delays, as it wasn't aware of the issue until November 2024. Mr P has explained that he is unhappy that he has had to wait a long time for a resolution, however compensation for distress and convenience caused by the supplier isn't recoverable under a breach of contract claim like this. I think once GFSL was made aware of the issues it considered the Section 75 claim within a reasonable amount of time and asked for evidence of a fault and explained its position. So, I don't think it's fair to ask GFSL to pay compensation for its handling of Mr P's Section 75 claim.*

As part of the provisional decision, I also explained:

*GFSL has confirmed that S will still inspect Mr P's TV and will contact him directly. If Mr P doesn't hear from S, I suggest he contact it to arrange an inspection. Should he remain unhappy with the outcome of the inspection or repair and wishes for GFSL to reconsider his Section 75 claim he should contact it with further information.*

Mr P responded to the provisional decision and said he was unaware that GFSL is separate to the manufacturer and retailer, and he thought he was in contact with the finance company. He said if he'd known it was a separate entity, he would have raised a complaint directly.

Both Mr P and GFSL confirmed an engineer had attended Mr P's house to inspect the TV and it has been identified there is a manufacturing defect with the TV's screen, which will be covered by the warranty.

### **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 want to thank both parties for their responses and queries to my provisional decision.

I have noted Mr P's comments that he was unaware that he wasn't liaising with GFSL when he contacted S about the TV. I appreciate Mr P said that he thought that they all fell under the same group. However, I'm not intending to depart from my provisional decision on this point. I appreciate that the communication from the finance provider about the loan agreement was under its brand name, but I'm satisfied the finance agreement is clear, and provides details of GFSL as the creditor. The loan agreement also details that if Mr P had issues with the quality of the goods supplied, he had the right to sue the retailer or GFSL, or both so I'm, persuaded it makes it clear that they are separate entities.

GFSL was informed of Mr P's complaint after he referred his complaint to this service in November 2024. At this point Mr P had been liaising with S, so details of his dispute were forwarded by this service to GFSL for investigation. GFSL then explained its position on Mr P's Section 75 claim within a reasonable period, so I don't think it caused a delay. Therefore, I won't be directing it to pay any compensation. I understand Mr P will be disappointed with my position as he reported to S within six months of purchasing the TV. However, as I mentioned in my provisional decision I don't think it's fair to hold GFSL responsible for the actions of S and I explained compensation related to the supplier isn't recoverable for a claim like this one.

Both GFSL and Mr P informed this service that an inspection has taken place, and it has been agreed by S that it will repair the TV as there is a manufacturing fault. I'm glad to see that the problem with the TV is in the process of being repaired. But as this information following an inspection wasn't available to GFSL at the time it considered Mr P's Section 75 claim, I don't think it acted unfairly when it agreed an inspection and a potential repair was a fair way to resolve matters. If Mr P has any further issues with the repair or subsequent issues with the TV, he may wish to contact GFSL to revisit his Section 75 claim.

I still consider my findings to be fair and reasonable in the circumstances. Mr P doesn't need to accept my decision, if he doesn't, he is free to pursue the matter by other means such as through the courts.

Therefore, my final decision is the same for the reasons set out in my provisional decision.

### **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 Mr P to accept or reject my decision before 11 December 2025.

Amina Rashid  
**Ombudsman**