

The complaint

Mr T complains about the way Glow Financial Services Limited trading as Samsung Finance ('Glow Financial') handled his claim for a refund.

What happened

In July 2024, Mr T purchased a laptop along with accidental, damage and theft cover (the 'cover') from a retailer I'll refer to as 'B' using a loan provided by Glow Financial. In November 2024 Mr T raised an issue with the laptop in that it wasn't connecting to the network. B attempted a repair, but Mr T said the problems persisted. He approached Glow Financial in November 2024 for help. Glow Financial considered whether it was jointly liable for breach of contract under section 75 ('section 75') of the Consumer Credit Act 1974 ('CCA') for breach of contract. As part of its assessment, Glow Financial contacted B who in turn offered, as a goodwill gesture, to refund the cost of the laptop (for its return). B also offered Mr T a £100 gift voucher to spend on another item at its online store.

Mr T accepted the refund and returned the laptop. But he declined the £100 voucher saying he's owed substantial damages for consequential losses far in excess of this figure up to around £40,000. In assessing Mr T's section 75 claim, Glow Financial said the losses Mr T was seeking to claim were 'too remote' from any potential breach of contract so it wasn't willing to pay compensation for them.

Mr T referred his complaint to our Service, but our investigator didn't recommend upholding the complaint. I issued a (first) provisional decision not upholding the complaint. Mr T remained unhappy with the outcome and in response, he raised additional points including about Glow Financial's customer service. So, I reconsidered this matter and issued a (second) provisional decision to address Mr T's further points. But I remained of the view that the complaint shouldn't be upheld, and I provided additional reasoning for this outcome. Mr T still disagreed restating that Glow Financial should be held liable for his claim about the impact the faulty laptop had on his health. So, the matter has been passed back to me to finalise.

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'll just say here, that although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service. Having reconsidered everything, I'm not upholding this complaint for the same reasons as set out in my provisional decisions (which I've now combined below). I'll explain why.

As I said in my provisional decisions, I'm not a court and I can't decide on whether there has been a breach of contract as such – only a court can decide this. That said, in reaching my decision about how Glow Financial handled Mr T's claim under section 75 of the CCA (joint liability for breach of contract), I've had due regard to all relevant law including the implied contractual terms set out in the Consumer Rights Act 2015 ('CRA').

When Mr T approached Glow Financial it contacted B and this seems to have resulted, in what I consider to be a fair resolution, in that he received a full refund for the laptop. It also appears he's received a refund for the accidental/damage cover he purchased. So, I can't see any loss here. I should also note that under the CRA, even where a refund does apply, a deduction can be made for fair usage. As far as I can see, Mr T had the laptop for a year in total, and it was around nine months before he reported the issue which led to the repair. And from Mr T's own testimony the problems with the laptop not connecting to the network were 'intermittent'. So, in this case, I'm satisfied his been fairly compensated for the faulty laptop.

In terms of what Mr T says about the impact of the faulty laptop on his health and home life, I don't think Glow Financial are acting unfairly or unreasonably in concluding that these matters are 'too remote'. I don't think these issues are a reasonably foreseeable consequence of the laptop being faulty.

Mr T says he has provided strong legal arguments to support his case in respect of the consequential losses he is claiming. However, whilst I accept that Mr T has several serious conditions what is less clear is the impact of the failed laptop on his health. This is not a straightforward matter, and, in my view, an independent assessment would need to be carried out by a medical professional to show that the issues Mr T says flowed from the breach of contract could be linked to the problems he experienced with the laptop. And even then, Glow Financial would need an opportunity to bring in its own evidence and cross-examine the evidence of any medical report. So, I don't think Glow Financial's conclusion that the consequential losses Mr T is seeking as part of his section 75 claim are too remote from the breach of contract and is therefore, best decided by a court.

Further, many of the issues that Mr T says caused him stress and anxiety relate to the customer service he received from B. Whilst Glow Financial and B are linked in some way, section 75 of the CCA only makes the financial provider liable for instances of breach of contract. The service provided by B is a separate matter. In terms of the service provided by Glow Financial, I think it has acted fairly and reasonably in Mr T's case.

Arguably, it would be reasonably foreseeable that data may be lost as a result of a faulty laptop. However, as I've said, the problems Mr T experienced with the laptop appear to have been 'intermittent'. And from what he describes, he was able to save information albeit he was put to some level of inconvenience in doing so. Mr T has also said he's been able to recreate lost data. So, whilst there was some level of inconvenience here, and obviously this wasn't ideal, in light of the fact Mr T received a full refund from B for the laptop with no deduction for fair usage, in addition to being offered a £100 voucher as a goodwill gesture, I don't think Glow Financial was acting unfairly or unreasonably when it concluded any breach of contract had been appropriately remedied. When the matter came to us in an effort to try to resolve things informally, Glow Financial offered to pay Mr T the £100 by way of bank transfer rather than as a voucher. It has told me that this offer is still open to Mr T if he wishes to accept it.

I know Mr T has said he doesn't have the finances to pursue matters through alternative means such as court, but my role is to decide whether Glow Financial has acted fairly and reasonably in the way it assessed his claim. From what I can see, Glow Financial has done so. It assessed Mr T's claim under section 75 of the CCA in light of the evidence it had available to it. It contacted B and when Mr T said he wanted a full refund rather than a replacement laptop – which is what B had originally offered him – Glow Financial's intervention seems to have prompted B to make the offer of a full refund. So, I'm satisfied Glow Financial has acted fairly here.

Mr T says he made many calls trying to resolve this matter, and this impacted negatively on his health. I'm sorry to hear this was the case. Glow Financial has shown that Mr T made

around three calls directly to it. And as I've said above, I can't hold Glow Financial responsible for any service issues relating to B including if it didn't respond correctly to calls. Based on the call recordings that Glow Financial has provided to us, I can't reasonably or fairly say its agents acted inappropriately in response to Mr T's section 75 claim. Mr T says Glow Financial should be able to obtain the calls that are held by B. But even if Glow Financial could obtain this information, this wouldn't change my decision as this relates to service issues with B.

Mr T says he's also unhappy about taking out the loan, but this appears to be the subject matter of a separate complaint. However, he should note that, amongst other things, as he has already received a full refund of all the repayments he made under the loan agreement he had with Glow Financial, this would be taken into account in any subsequent complaint about the sale of the loan.

Taking into account all the circumstances of this case including all the submissions Mr T has made in response to my provisional decision, I'm still not persuaded that Glow Financial has acted incorrectly in the way it dealt with his section 75 claim. So, I'm not upholding this complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 23 December 2025.

Yolande Mcleod
Ombudsman