

## The complaint

Mr G is unhappy with how SECURE TRUST BANK PUBLIC LIMITED COMPANY trading as V12 Retail Finance ('V12') handled a claim under section 75 of the Consumer Credit Act 1974 ('S75').

## What happened

Around March 2023 Mr G entered into a fixed sum loan with V12 to cover the cost of laser eye surgery with a provider I'll refer to as 'L'. The agreement was for a total of £6,900, Mr G paid a deposit of £500 and was due to make monthly repayments over two years with no interest.

Around May 2023 Mr G underwent the surgery. Unfortunately, he explained this caused issues with his vision, particularly in one eye.

Mr G said he allowed L two opportunities to fix the issue, in June 2024 and September 2024, but said the further surgery caused more damage and his vision is not improving. He explained he complained to L about this, and it offered a further attempt to correct things.

Mr G complained to V12 and asked for a refund.

Mr G then referred the complaint to our service. He said he wanted a termination of the finance agreement, a refund of all payments made, compensation and for any adverse information to be removed from his credit file.

Mr G told our service he was told the surgery would be safe, easy, routine and pain free. But he said he'd been left with severe pain, dryness, light sensitivity and deterioration in his vision. He explained he'd had sleepless nights and described the impact on his mental health. Mr G also explained the situation had affected his ability to work, read and drive.

V12 then issued a final response to the complaint in April 2025. This said, in summary, that L discussed the risks and potential outcomes of all of the surgeries with Mr G before he underwent them. And it said Mr G had signed 'informed consent' documents before each surgery that set out the results couldn't be guaranteed.

V12 explained it thought L had acted with reasonable skill and care and said L had offered a further procedure, free of charge to Mr G, to correct things. V12 also explained it had deferred payments to the agreement when it was investigating, but these were due to start again at the beginning of May 2025.

Our investigator then issued a view and did not uphold the complaint. She said, in summary, that documents from the time explained the outcome of the surgery was not guaranteed and further treatment may be required. She said she hadn't seen L didn't act with reasonable skill and care. And she said she didn't think V12 did anything else wrong when it handled Mr G's claim under S75.

Mr G disagreed. He said, in summary, that L acted without reasonable skill and care. He said the promised outcome of the surgery wasn't achieved. He said V12 was acting unfairly by trying to collect the debt while he was disputing what happened. And he said consenting to the surgery does not waive his rights.

Our investigator explained this did not change her opinion.

Mr G then forwarded an email from a doctor at L explaining they were no longer willing to act as his 'treating surgeon'. In summary, they said this was because they had explained to Mr G all of the risks, limitations and complications of each surgery, but Mr G was insisting they had promised "20/20, painless, glasses free vision". The doctor said the decision was taken due to a professional duty "arising from your current misunderstanding of the consent process".

V12 then contacted our service and explained Mr G had reached a settlement with L directly. It said this was for £7,500 plus 'reasonable costs'. It said the offer was made from L without any admission of liability.

Our investigator then asked Mr G if he still wanted our service to look into things, as he had received a refund of the amount financed. Mr G said he was still unhappy with how V12 had handled the claim under S75. In summary, he explained he was unhappy V12 had reported information to credit reference agencies despite him raising a complaint, that it hadn't applied "appropriate forbearance", and that it had caused delays and "misrepresentations". Mr G also mentioned various obligations set out by the Financial Conduct Authority ('FCA') in the consumer credit sourcebook (CONC) and said he believed V12 breached these.

We asked for V12's comments on this and it provided a copy of a further final response that it had issued in September 2025. This said, in summary, that it had suspended contractual payments while Mr G's complaint was being investigated. It mentioned it told Mr G when the payments would resume in its final response from April 2025 but said Mr G hadn't made the payment due in May 2025.

V12 said it didn't respond to an email Mr G had sent it on 20 May 2025 and it apologised for this. It also said feedback had been given.

V12 said payments weren't made to the agreement in June or July 2025. It said it had then told Mr G at the end of July 2025 that it would suspend payments while our service investigated things. And it said it called Mr G to confirm this.

V12 explained it should have deferred the payments on the account when Mr G emailed it in May 2025 and told it he had raised the complaint with our service. So, it said it would alter the credit file to show only a single missed payment from 2 May 2025.

Our investigator then issued a second view. This said, in summary, that the part of CONC Mr G mentioned wasn't relevant to the situation. She explained the rules around forbearance applied to financial difficulty, which Mr G didn't appear to be in at the time. She said V12's offer to only show a missed payment from May 2025 was reasonable. And she said she didn't think V12 had acted unreasonably when it handled the claim.

Mr G disagreed. He said, in summary, that V12 hadn't responded to an email from 20 May 2025, that it hadn't implemented an agreed pause on payments, that it misreported arrears, that he had been caused financial and "credit harm" by the reporting and that V12 breached regulatory obligations.

Mr G said, in summary, that CONC 7 explained V12 had to suspend collection activity where

arrears arise because of a dispute. He specifically mentioned CONC 7.3, 7.12 and 7.14.

As Mr G remained unhappy, the complaint has 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.

Having done so, I don't think this complaint should be upheld. I'll explain why.

Firstly, I'd like to explain to both parties that I may not comment on every piece of evidence in relation to this complaint and I may not comment on every individual point raised. I want to reassure Mr G and V12 that I've carefully thought about all the information. But in my decision, as I've done in the background above, I'm going to summarise things and focus on what I think are the key facts and the crux of this complaint. This reflects the informal nature of our service.

Mr G complains about a claim made under S75. So, S75 is relevant to this complaint. This explains, under certain circumstances, that the borrower under a credit agreement has an equal right to claim against the credit provider if there's either a breach of contract or misrepresentation by the supplier of goods or services.

Firstly, I need to consider if Mr G had a valid claim under S75. In brief, I'm happy a valid debtor-creditor-supplier (DCS) agreement was in place here. And I'm happy the transaction covered met the financial limits that apply to a valid claim. So, I'm satisfied Mr G had a valid claim under S75.

In terms of the actual outcome of the claim, I find I do not need to consider this in my decision. I say this as Mr G has confirmed the amount financed has been agreed to be reimbursed directly from L. So, whatever any conclusions I reached here, I would not ask V12 to do anything further on this specific point in any event.

Mr G has however confirmed a number of points he is unhappy about in relation to how V12 handled the claim itself. Mr G specifically asked for the decision to cover the following issues, so I'll address these in turn.

Mr G asked if it was appropriate for V12 to report arrears to credit reference agencies when the complaint was ongoing and he'd asked it to suspend these. The short answer here is V12 were not under any obligation to suspend payments to the account, nor to pause reporting to credit reference agencies. I was pleased to see it agreed to do this anyway, but I find it needs to take no further action on this point.

Mr G asked if V12 reporting information to his credit file was compliant with CONC 7.12. Having reviewed CONC 7.12, I can't see V12 breached any obligations here.

Mr G asked if V12 met its obligations under CONC 7.3. In general terms, CONC 7.3 is concerned with consumers in financial difficulty and sets out how businesses should treat the situation. But as far as I know, Mr G wasn't in financial difficulty. In any event, I can't see V12 didn't meet the obligations set out here.

Mr G also mentioned CONC 7.14.1R which he believed V12 breached. I think it's worth covering this off. CONC 7.14 explains what a business should do when a consumer "*disputes*" a debt under 'valid grounds'. But raising a claim under S75 is quite different to this, and so I find this didn't apply under the specific circumstances of this case.

Mr G also asked if V12's handling of the claim met standards of "*fairness diligence and reasonable care*". So, I've considered in general terms what it did. In summary, I find V12 acted reasonably. I appreciate Mr G's strength of feeling about this. But in general terms, I don't think V12 did anything wrong during its handling of the S75 claim that would justify making an award to Mr G.

I do however agree V12 should've responded to Mr G in May 2025 when he contacted it. V12 has apologised for this, and I don't think it needs to do anything further under the circumstances.

I want to again reiterate that I've carefully considered everything else Mr G said about the complaint. I was very sorry to read about what a difficult time he's been having, and I wish him all the best on his hopeful recovery. But, I do not think this complaint should be upheld.

Finally, I do think it's worth pointing out to Mr G that even if I thought differently about the above, I would have to then very carefully consider if it would be appropriate for our service to make any awards here. The reason I say this is Mr G has raised a lot of points about L causing a loss of amenity – such as ongoing pain, loss of sight, issues sleeping, an impact on his ability to work, read and drive etc. Our service cannot make any awards for this. And accepting *any* award from us could impact Mr G's ability to claim for these issues in the future.

### **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 G to accept or reject my decision before 2 January 2026.

John Bower  
**Ombudsman**