

## **The complaint**

Mr T complains about how Creation Consumer Finance Ltd handled a claim he made under Section 75 of the Consumer Credit Act 1974 ("Section 75").

Throughout his complaint, a family member has represented Mr T. But for ease, I'll just refer to "Mr T".

## **What happened**

In May 2022, Mr T moved into a new home. Shortly afterwards, he decided to replace the kitchen and install some fitted wardrobes. Mr T arranged for a supplier, who I'll call "X", to supply and fit the wardrobes. To pay for the wardrobes and their fitting, Mr T took out a fixed sum loan agreement with Creation. The cash price of the wardrobes and the labour was £13,200 and under the agreement, Mr T was required to make monthly repayments of around £175 over a ten year period.

To pay for the kitchen and its installation, a family member of Mr T took out a separate fixed sum loan in their name. The supply and fitting of the kitchen was also to be carried out by X.

Around a year later, X went into administration. Although the majority of the work had been carried out at Mr T's home, Mr T had identified several unfinished areas with the wardrobes and was unhappy with some parts of the kitchen. Mr T couldn't get X to put things right, as they were no longer operating. So, Mr T raised a like claim under Section 75 with Creation.

Creation didn't look into Mr T's claim, or his subsequent complaint. So, Mr T brought his concerns to us.

One of our investigators reviewed what had happened and after much discussion with Creation and Mr T, she found that Creation hadn't treated Mr T's Section 75 claim fairly. She said X hadn't provided the correct doors for some of the wardrobes, in line with the contract. She also found that Mr T was missing several items, including some shelving and a shoe rack.

So, the investigator asked Creation to change the wardrobe doors in two of the bedrooms in Mr T's home. She also said Creation should pay Mr T £250 for the missing items and a total of £500 for the distress and inconvenience they had caused in handling Mr T's Section 75 claim.

Creation accepted the investigator's findings, but Mr T didn't. He said X hadn't supplied and fitted some other items, that they had verbally agreed to provide. Mr T also said the payment for distress and inconvenience was too low and he wanted a radiator moved. Additionally, Mr T wanted his concerns about the kitchen looked into.

The investigator didn't change her conclusions and Mr T's complaint has now been passed to me to make a decision.

I sent Mr T and Creation my provisional decision on this case, on 18 November 2025. I

explained why I think the complaint should be upheld. A copy of my provisional findings is included below:

#### *The concerns about the kitchen*

*Firstly, I'd like to address Mr T's concerns about the kitchen installed into his home by X. I can see that the fixed sum loan used to pay for the kitchen and its fitting, was taken out in the name of a family member of Mr T.*

*But, Mr T's family member may have already had their query about the kitchen looked into. With this in mind, I won't be assessing Mr T's concerns about the kitchen in this complaint. I'll focus solely on Mr T's fixed sum loan agreement with Creation that was used to pay for the wardrobes. As this is a regulated financial product, we are able to consider complaints about it.*

#### *Section 75 and The Consumer Rights Act 2015 ("CRA")*

*Section 75 is a statutory protection that enables Mr T to make a like claim against Creation, for a breach of contract or misrepresentations by X. But, Mr T only has the ability to make a like claim under certain conditions.*

*Mr T had a separate agreement with X for the provision of goods or services. Having considered that contract, I think the necessary relationships exist between the parties and the claim is within the relevant financial limits. So, I think a Mr T was able to raise a Section 75 claim against Creation.*

*The CRA is also relevant to this complaint. The CRA implies terms into the contract that traders must perform the service with reasonable care and skill. And that services should be performed within a reasonable amount of time.*

*Additionally, the CRA implies terms into the contract that goods supplied will be of satisfactory quality. It also sets out what remedies are available to consumers, if statutory rights under a goods or services contract are not met. In the instance of a breach of contract by a supplier, the CRA says a consumer has a right to a repeat performance of the service. If a repeat performance isn't possible, then a consumer has a right to a reduction in the price.*

#### *Mr T's contract with X*

*The relevant papers that explain Mr T's contract with X are made up of two different documents. Firstly, the fixed sum loan agreement which outlines information about the amount borrowed, the repayments, the loan term and the interest rate. And secondly, the plans for each room, which layout the type of wardrobe Mr T had ordered and how they were to be configured.*

*I can see from these documents where Mr T had contracted with X for them to supply wardrobes in four bedrooms, and for storage on two landings in his home. So, I think it was fair for Mr T to expect to be given the wardrobes he had paid for using the loan, to match the plans he had agreed with X.*

*During our investigation, Mr T has explained that in two of the bedrooms in his home, X fitted hinged doors, whereas the plan says he was to get sliding doors with mirrors. Mr T also says in another bedroom X didn't supply any doors, a shoe rack, or the internal lighting within the wardrobe. Additionally, Mr T says X had told him they would move a radiator and repair some shelves that needed fixing. To support what he says, Mr T provided photographs and*

*videos of the installation.*

*In their evidence, Creation have told us about several visits they arranged with a third party company, to assess X's work. We haven't been provided with a copy of any report carried out by that third party, only that they agree something needs to be done. So, to help me decide Mr T's case, I've thought about where he says X didn't supply certain items and compared that to the plan for the works.*

*Page Two of the plan given to Mr T says:*

*"Bedroom 2*

*Sliding wardrobes*

*Dust Grey X 2*

*Single Mirror door"*

*The plan goes on to show where 'Bedroom 3' will have exactly the same configuration. I've also looked at the images Mr T has provided of the two wardrobes I've referred to in the plan. From those images, I can see that the wardrobes in Bedrooms Two and Three were fitted with hinged doors. So, I don't think X supplied and fitted the doors that Mr T had paid for, in those bedrooms.*

*I've also considered where Mr T says X didn't supply any doors at all, in Bedroom Four. While I accept that Mr T may have wanted the same wardrobe doors throughout his home, I cannot see that they were included on the part of the plan for that bedroom. Indeed, page four of the plan says:*

*"Bedroom 4*

*No doors"*

*Against this background, I don't think Mr T could have reasonably expected X to supply and fit doors to the wardrobe installed in Bedroom Four. Similarly, X's plan doesn't mention the removal of a radiator and internal lighting. So, I don't think Mr T was entitled to receive the lighting, or the works to change the location of a radiator.*

*I'm aware that Mr T says X agreed to some of the work verbally, rather than producing an amended plan or contract. While I agree that it's normal for discussions to take place when a plan cannot be implemented, I haven't seen any evidence which shows where X agreed to do so here. On balance, I'm not persuaded X agreed to the additional work Mr T has told us about.*

*However, the plan for Bedroom Four does say:*

*"Shelving to the right with divider and hanging rails to make a shoe rack."*

*After looking at the photographs Mr T has sent to us, I can see where X supplied and fitted two of the three shoe racks itemised on the plan. I can also see where one section of the wardrobe is missing two shelves. With this in mind, I think this adds weight to some of the examples where Mr T says X breached the contract they had agreed. I say this because I don't think Mr T received the two shelves and the shoe rack, he had paid X to supply.*

*In all the circumstances, I think X failed to supply and install some of the goods Mr T bought.*

*I say this because I think X breached the contract they had with Mr T by installing the incorrect wardrobe doors and not supplying the two shelves and a shoe rack. Under the CRA, this means Mr T is due a remedy. So, I've gone on to consider if the offer Creation have made to Mr T is fair.*

#### *Creation's offer to Mr T*

*Following our involvement, Creation recognised where the incorrect doors were installed in Bedroom Two and Bedroom Three. They say they are prepared to arrange for the removal of the current wardrobe doors and replace them with sliding doors that have a mirror attached. In other words, Creation say they will arrange for the fitting of the doors that Mr T chose when he agreed to X's plans.*

*While I recognise Mr T's frustration that X didn't install the correct wardrobe doors in the first place, I think Creation's offer allows for changes to be made at no extra cost to Mr T. The CRA allows for a repeat performance to take place, should it be found that a service isn't performed with reasonable care and skill. So, I think it's fair for Creation to try and put this part of Mr T's concerns right, by replacing the wardrobe doors in Bedroom Two and Bedroom Three.*

*Creation have also said that they are prepared to pay Mr T £250 for the missing items in Bedroom Four. They say this as another remedy under the CRA is for a supplier to offer a refund, if an item isn't delivered. The plan X gave to Mr T doesn't itemise the cost of the shelves or the shoe rack. And Mr T hasn't provided any costs for the items he's complained about.*

*Given the size of the missing items in relation to the rest of the plan, I think the level of payment Creation has offered is reasonable. So, I think this part of Creation's proposed settlement is fair.*

*Aside from the reason for the breach of contract, I've also thought about Creation's handling of Mr T's Section 75 claim. I acknowledge Mr T may have experienced trouble and upset in his dealings with X, and I haven't ignored his frustrations with them. But I can only consider the fairness of Creation's handling of his claim, rather than anything X may have done.*

*I can see where Mr T raised his Section 75 claim with Creation in early 2023. But it took until October 2023, for them to really get to grips with what Mr T was trying to explain. I say this as Creation told Mr T in August 2023 that due to some internal issues, they hadn't looked into his claim. And after starting an investigation, Creation relied on a delivery note as Mr T's satisfaction of the fitting of the wardrobes. Having thought about the delivery note, I cannot see that it signalled Mr T's satisfaction with fitting of the wardrobes. So, I do not think it was fair for Creation to have drawn that conclusion.*

*Additionally, I can see where Creation instructed the third party company to assess X's work, But, after several visits to Mr T's house, nothing was done to correct matters. This was despite there being clear differences with the plan Mr T agreed to with X.*

*Overall, I don't think Creation handled Mr T's Section 75 claim fairly and that they have caused delays, as well as trouble and upset. I can see where Creation have already made a payment of £250 to Mr T in late 2024. But, I think the amount of worry Mr T has told us about caused considerable disruption to him for several months and required significant effort on his part. It then follows that I think Creation should increase the award for disruption they have caused.*

*So, I think it's fair for Creation to pay Mr T an additional £250, to reflect the distress and*

*inconvenience he's experienced.*

Creation replied to my provisional decision and accepted it. Mr T responded to the provisional decision and didn't accept it. In summary, he said:

- Creation have caused delays when trying to sort things out while the case has been with us. They caused prolonged disruption, stress and uncertainty;
- Despite visiting Mr T's home three times, nothing was put right;
- The current location of the radiator might cause a serious health and safety concern; and
- There is no guarantee Creation will arrange for the repairs to the doors in a reasonable timeframe.

### **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 thought about Mr T's comments surrounding the disruption and uncertainty Creation have caused, I accept that he's had to put up a considerable amount of trouble over the last three years. I can see where he and his family have been living with the incorrect wardrobe doors and missing storage items in their home.

But, I've thought carefully about the type of items Mr T has complained about and the effort Creation have expected him to put in, to try and sort things out. I also need to keep in mind that Creation have already paid Mr T £250. Overall, I still think it's fair for Creation to pay Mr T an additional £250 for the distress and inconvenience they have caused.

I also acknowledge Mr T's hesitant to accept Creation's proposals, to remove the incorrect wardrobe doors and replace them with the doors specified on the plan. So, I'd like to give Mr T reassurance that if he decides to accept my final decision, it becomes binding on Creation. This means that they must take the steps outlined in the settlement, within four weeks of any acceptance of the final decision.

Furthermore, I've thought about Mr T's concerns about the position of the radiator in Bedroom Four. While I understand the comments Mr T has raised, I've not seen a report about the position of the radiator in Mr T's home, to say why it should be relocated. I also note that it was always on the plan agreed with X and we don't have any evidence to show they agreed to relocate the radiator. So, on balance, I don't think the evidence suggests Creation should take further steps to address Mr T's wishes to include work to the radiator in the settlement to this complaint.

In all the circumstances, I still think the settlement put forward in my provisional findings is reasonable. So, I still think Creation's offer to put things right is fair and my conclusions remain unchanged.

### **Putting things right**

For these reasons, Creation Consumer Finance Ltd should:

1. Arrange for the supply and fit of the sliding doors with a mirror, in Bedroom Two and Bedroom Three, to replace the hinged doors fitted by X;

2. Pay Mr T £250 for the missing shelves and shoe rack from Bedroom Four; and
3. Pay Mr T an additional £250 for the distress and inconvenience caused.

**My final decision**

My final decision is that I uphold this complaint and require Creation Consumer Finance Ltd to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 22 December 2025.

Sam Wedderburn  
**Ombudsman**