

The complaint

Mr M complains about the way Creation Consumer Finance Ltd ('CCF') handled his claim for a refund.

What happened

This complaint relates to a purchase by Mr M of a touch screen tablet (the 'tablet'). The tablet was purchased using credit provided by CCF. Mr M says after a few months the tablet developed faults and CCF unfairly declined a claim for a refund under section 75 of the Consumer Credit Act 1974 ('section 75'). When CCF didn't uphold a subsequent complaint he referred the matter to us.

Our investigator didn't recommend upholding the complaint as they thought CCF had handled the section 75 claim fairly and reasonably. Mr M disagreed and asked for an ombudsman's decision on this matter.

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.

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. However, I've given careful consideration to all of the submissions made before arriving at my decision.

Whilst I very much sympathise with Mr M's situation in this case, from what I can see CCF has acted fairly and reasonably in the way it dealt with his section 75 claim for breach of contract. In reaching this conclusion I've had regard to relevant law including the Consumer Rights Act 2015 (satisfactory quality etc). I also note here that I'm satisfied Mr M met all the conditions for bringing a section 75 claim against CCF.

I can see that after purchasing the tablet in November 2024, Mr M experienced some issues with it in, or around, May 2025. So, he contacted the retailer who agreed to take it back and assess it for repairs under the manufacturer's warranty. The retailer reported that the tablet was in poor physical condition so didn't agree to the repair. And because of the physical condition CCF declined the claim as it didn't consider there'd been a breach of contract. In essence, this was because the faults reported by Mr M seem to have been a result of damage caused by wear and tear rather than an inherent fault as such. All in all, I can't say there was persuasive evidence of a breach of contract for which CCF could be held liable. So, I don't think CCF declining the claim was unfair or unreasonable here.

I've noted what Mr M has said about never really being told why the tablet wasn't working properly. But I can see the retailer appears to have told him that the reason the tablet wasn't working was because of the physical damage to it. I appreciate Mr M disputes he was ever told this by the retailer and/or CCF. But I can see in CCF's final response letter it clearly states that it declined his claim because of the physical damage present when the tablet was

sent to the retailer for repair. In my view, I'm satisfied that CCF has fairly and reasonably assessed Mr M's claim under section 75.

For all the above reasons, I'm not upholding the complaint. I know this is not the outcome Mr M wants. However, he doesn't have to accept my findings and may pursue this matter through alternative means, such as court (taking appropriate advice), should he wish to do so.

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 M to accept or reject my decision before 8 January 2026.

Yolande Mcleod
Ombudsman