

The complaint

Mr P complains about the way Creation Consumer Finance Ltd ('Creation') dealt with his claim for a refund. Mr P is being represented. Any references to Mr P will include evidence and information provided by his representative.

What happened

The background to this complaint is well known to both parties so what follows is a summary.

Mr P entered into an 0% fixed sum loan agreement (the 'agreement') with Creation in October 2024 to pay for the supply of a kitchen (the 'kitchen') from a business I'll refer to as 'T'. The agreement was for just over £6,748 with monthly repayments set at just over £187 to be paid over 36 months. Mr P said he received the kitchen but various parts of it were missing, or not as described or weren't of the quality he was expecting. He also said the design of the kitchen was wrong as there were gaps where there shouldn't have been. When T didn't resolve matters, Mr P raised a claim against Creation.

Creation declined the claim saying it didn't think it was liable for breach of contract. Mr P disagreed so referred matters to our Service. Our investigator didn't recommend upholding the complaint, so the matter has been passed to me for a decision.

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 P's situation in this case, from what I can see Creation has acted fairly and reasonably in the way it dealt with his claim under section 75 of the Consumer Credit Act 1974 ('section 75') for breach of contract and/or misrepresentation. In reaching this conclusion I've had regard to relevant law including the Consumer Rights Act 2015 (satisfactory quality etc).

There are various conditions that need to be met before a section 75 claim can be brought against a financial business. This includes there being the correct debtor-creditor-supplier agreement in place. In this case, I can see the contract for the kitchen was signed by Mr P's partner (who is also the person representing him in this case). But I can also see Mr P said that he was in all the meetings with T and it appears he agreed to the contract along with his partner. In any event, as neither party disputes this point and I don't think this makes any difference to the outcome here, I'm not going to consider this further.

I've noted what Mr P has said about the kitchen design being wrong. A misrepresentation is a statement of fact which a party relies on to enter into a contract. The contract Mr P had

with T was a supply only contract. And he was told that his chosen (kitchen) fitter needed to take detailed measurements before the order was placed. Further, it doesn't appear to me that Mr P actually had the kitchen fitted, so I think it is difficult to say the measurements taken by T were, in fact, wrong. Under all these circumstances, I can't say there's persuasive evidence of a misrepresentation that Mr P reasonably relied on to enter the contract with T. So, I don't think Creation acted unreasonably or unfairly for declining the section 75 claim on these grounds.

Similarly, in terms of the quality of the kitchen itself and the items Mr P claims were missing (or not as described), I don't think Creation has acted unfairly or unreasonably when it declined the claim. This is because, in my view, there isn't persuasive evidence that Mr P didn't get all the items he ordered. Or that the items he received weren't of satisfactory quality. I've taken account of the photos and other evidence Mr P has sent to us. Amongst other things, he says his evidence shows that some parts of the kitchen looked different from other parts that were delivered. But I don't think the evidence Mr P presented as part of his claim are sufficiently persuasive of a breach of contract by T for which Creation can be held liable.

The other problem here is that Mr P says he gave parts of the kitchen away via a social media platform which he said was because T refused to come and collect the kitchen when he made his claim against it. But, in my view, Mr P hadn't provided sufficient evidence that there had, in fact, been a breach of contract at the point he made his claim to Creation. And as he has now given away parts of the kitchen which forms the evidence he was seeking to rely on to prove there had been a breach of contract/misrepresentation, I can't fairly or reasonably say Creation has acted incorrectly in reaching the decision to decline Mr P's section 75 claim.

I appreciate Mr P disputes that he should have to pay for the kitchen under the agreement he has with Creation. And he was unhappy that Creation continued to chase him for payment whilst he had an ongoing claim with it. However, given he received the credit, and this was paid to T in line with the agreement, I don't think Creation was acting unreasonably or unfairly for seeking payment in line with that agreement.

I've noted what Mr P has said about the customer service he received from Creation during the claims process which he said was poor. In my view, whilst I know Mr P was unhappy that Creation, for example, didn't communicate to him in the way he requested, for the most part, from what I've seen, this didn't cause any detriment to his claim. Overall, I'm not persuaded by all the evidence that Creation's communications, or the amount of time it took to review the section 75 claim, or the way it handled Mr P's account more generally, was of a standard that warrants compensation in this case.

For all the above reasons, I'm not upholding the complaint. I know this is not the outcome Mr P 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 P to accept or reject my decision before 15 January 2026.

Yolande Mcleod
Ombudsman