

The complaint

Ms B complains about the way V12 Retail Finance Limited ('V12') handled her claim for a refund.

What happened

In March 2024, Ms B purchased a bathroom from a business I'll refer to as T with funds (£1,759.24) provided under a fixed sum loan agreement (the 'agreement') with V12. In October 2024, Ms B made a claim via V12 for breach of contract. She said a part supplied by T was faulty and this caused a cistern leak in the bathroom once fitted. Ms B was seeking reimbursement of the costs of repair of around £400 for what she considered to be a breach of contract by T. However, when V12 contacted T it said because of the repairs carried out by Ms B it didn't have a chance to examine the part that was claimed to be faulty, so it didn't think there was sufficient evidence to show it was in breach of contract. As a goodwill gesture, T said it provided Ms B with a replacement of a part.

V12 declined Ms B's claim. Ms B complained and when V12 maintained its position, she referred this matter to our Service. Our investigator didn't recommend upholding the complaint. As Ms B disagreed, the matter 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.

Whilst I've read and considered everything Ms B and V12 have provided, if I don't mention any specific point, it's not because I have failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is a fair and reasonable outcome. This is not meant as a discourtesy but rather reflects my role in resolving disputes with minimum formality.

In this decision, I want to make clear that I'm not considering the actions of the supplier (T), but whether V12 acted fairly and reasonably in how it handled Ms B's request for help in recovering money for repairs she had carried out which she said was due to a faulty item supplied by T. Ms B paid for the bathroom items in question using credit provided by V12 who considered the claim she made in light of the joint liability provisions under section 75 of the Consumer Credit Act 1974 ('section 75'). I've taken section 75 into account and all relevant law including the Consumer Rights Act 2015 (satisfactory quality etc.).

There's no disputing there was a problem that needed repair. But based on the evidence provided by Ms B I don't think there was sufficient evidence to show whatever fault was found to exist, was due to the parts supplied by T. There were other variables that could've led to the fault such as the way it was fitted and/or the way it was used. So, this appears to be why T said it needed a chance to examine the part before the repair was done so it could establish whether the part(s) it supplied was the cause of the issue (or not).

I note T did agree to replace a part as a gesture of goodwill. But this doesn't appear to be an

acceptance of it being liable for a breach of contract as it maintained it wasn't. And I appreciate Ms B needed to act quickly given the issue was causing water damage to the bathroom. However, without more evidence to show what went wrong was due to a part supplied by T (i.e. a fault present, or developing, at the point of sale), I don't think V12 were being unreasonable or unfair for declining Ms B's section 75 claim. In my view, V12 took reasonable steps to investigate Ms B's claim. And reviewing what it received from both Ms B and T, I can't say it acted unfairly or unreasonably here.

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

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 28 January 2026.

Yolande Mcleod
Ombudsman