

The complaint

Mrs T has complained about the way Healthcare Finance Limited (“HFL”) dealt with a claim in relation to dental treatment which she paid for with credit it provided.

What happened

The circumstances of the complaint are well known to the parties so I won’t go over everything again in detail. But to summarise, in May 2023 Mrs T entered into a two-year fixed sum loan agreement with HFL to fund the provision of dental aligners from a third-party supplier. She borrowed around £2,200 towards the cost and was due to pay back the agreement with monthly payments of around £100. She also paid around £1,000 separately. I understand the treatment was for 20 aligners.

Mrs T said the initial appointment was rushed and she was asked to pay additional charges which needed to be adjusted. Mrs T said she was unable to proceed after the 8th aligner. She said there were possibly wrong measurements used or that they weren’t working correctly. She said the treatment caused pain. She said she’d called the supplier several times but they were always busy. She said appointments were offered on days that weren’t convenient. She was unhappy with the support offered from the supplier and the results she was achieving. She also said the treatment wasn’t complete and no retainers, arches or teeth whitening were supplied. She requested a full refund.

The supplier said as outlined during the consultation and consent form, the effectiveness of the treatment relies heavily on consistent use – 20 to 22 hours per day – and timely progression through the aligner stages. The supplier said Mrs T didn’t follow up with it when she was supposed to and that she’d not adhered to the plan, despite it making several attempts to reach her. But it said it would be happy to arrange a complimentary appointment where it could remove the attachments at no additional cost.

Mrs T also complained to HFL. HFL said Mrs T had only attended three review appointments which were significantly delayed. It said Mrs T hadn’t been wearing the aligners consistently and the supplier had made several attempts to contact her to schedule appointments. HFL said the unsatisfactory outcome had been attributed by the supplier to non-compliance with the treatment plan rather than because of a failing. It also said Mrs T had signed a consent form stating results weren’t guaranteed. It didn’t uphold the claim.

Mrs T decided to refer her complaint to the Financial Ombudsman.

One of our investigators looked into things and didn’t make any recommendations.

Mrs T didn’t agree. She said the supplier had manipulated the evidence and that no care was provided. She said she was aware she needed to wear the aligners and that she complained the aligners weren’t working properly at the 8th one. Mrs T said the treatment should have been terminated and she wasn’t aware there wasn’t a guarantee or she wouldn’t have proceeded. She said the dentist wasn’t available when she needed. As things weren’t resolved 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.

I want to acknowledge I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I'm required to decide matters quickly and with minimum formality. But I want to assure Mrs T and HFL that I've reviewed everything on file. And if I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

I also want to say I'm very sorry to hear that Mrs T is unhappy with her treatment. I can't imagine how she must feel, but I thank her for taking the time to bring her complaint.

What I need to consider is whether HFL – as a provider of financial services – has acted fairly and reasonably in the way it handled Mrs T's request for getting her money back. But it's important to note HFL isn't the supplier.

Section 75 ("s.75") of the Consumer Credit Act 1974 is a statutory protection that enables Mrs T to make a 'like claim' against HFL for breach of contract or misrepresentation by a supplier paid using a fixed sum loan in respect of an agreement it had with her for the provision of goods or services. But there are certain conditions that need to be met for s.75 to apply. From what I've seen, those conditions have been met. I think the necessary relationships exist under a debtor-creditor-supplier agreement. And the cost of the treatment was within the relevant financial limits for a claim to be considered under s.75.

I've gone on to consider if there is persuasive evidence of a breach of contract or misrepresentation by the supplier that means HFL should have upheld the claim.

A lot of time has passed since Mrs T purchased the treatment and there's a lack of evidence in this case which makes it difficult to get to the bottom of what's happened. But I think it's accepted by the parties that Mrs T entered into a contract with the supplier for sets of aligners that she was due to use for the next few months

Implied terms

In cases such as this it is often complex to assess the quality of the service Mrs T paid for. Results from these sorts of treatments are subject to many variables and there are generally disclaimers by the providers of such services, and accepted risks that results cannot be guaranteed.

Mrs T has not provided supporting evidence such as an independent, expert opinion that sets out the treatment she paid for has not been carried out with reasonable care and skill as implied by the Consumer Rights Act 2015 ('CRA'). I'm mindful it is the manner in which the service was provided, rather than the results of the treatment, that is the crucial issue for me in considering whether there's been a breach of an implied term in relation to the service.

Mrs T is very unhappy with the support she was provided, or the support she says wasn't received throughout the treatment. I think HFL was in a difficult position because Mrs T entered into the loan agreement with it in May 2023. And it wasn't until over 2 years later that she contacted it to complain. So on the one hand Mrs T was telling HFL about these historical problems. But then on the other hand, the supplier was saying something different. It was saying Mrs T didn't complete all the reviews she was meant to, and that she'd not been wearing the aligners consistently. The supplier gave details of correspondence it had

sent throughout 2023 to 2025 and the call logs. So I think HFL was in a situation where it was being given two conflicting accounts of what happened. And a lot of time had passed since the treatment started – indicating a possibility it hadn't been followed as expected.

I'm not a dental expert, and neither is HFL. Without sufficient supporting evidence, I don't think HFL was unfair to not uphold the claim on the basis of a breach of an implied term of the contract because I don't think it was supplied enough evidence that the service the supplier offered wasn't carried out with reasonable skill and care. I think it would have fairly wanted to see more supporting evidence.

Express terms

It's not in dispute Mrs T entered into a contract for aligner treatment and that she received and used at least some of those aligners. There's a lack of supporting documentation, but I think the core contract was for a set of aligners Mrs T was due to use for a few months. With regards to the teeth whitening and retainers that Mrs T said she didn't receive, the supplier told HFL that these were typically provided once the treatment is completed. But it said it was willing to provide them if required, although retainers weren't clinically required due to the treatment being incomplete. I think HFL fairly thought that was a reasonable answer.

With regards to the core treatment, I don't have a treatment plan but I've seen a copy of the informed consent and agreement that Mrs T signed. This sets out the risks and uncertainties of the treatment and that Mrs T agreed she had enough time to consider her options and ask questions. It also says that there were no guarantees of results.

Therefore, even if Mrs T didn't quite get the results she wanted after the core treatment or experienced the sort of issues she highlighted, without sufficient evidence to show otherwise, I don't think that would be considered a breach of contract. Moreover, I don't think Mrs T supplied HFL sufficient evidence to show the supplier didn't provide or make available something that was written in the contract. That's not to say I don't understand why she's unhappy. Merely that I'm considering how HFL acted based on the evidence presented to it. Other than Mrs T's testimony, I don't think it had much to go by. Overall, I don't think Mrs T gave HFL enough for it to determine there was a breach of an express term of the contract.

Misrepresentation

Finally, HFL could also be jointly liable if the supplier misrepresented something. This would be if it made a false statement that induced Mrs T into the contract. The problem again that HFL had was that Mrs T and the supplier gave two conflicting accounts of how the treatment was sold. So it was one party's word against the other's.

Where there's a dispute about what was said, I think it was fair for HFL to look at the other available evidence, such as the signed paperwork. I think it was hard to HFL to conclude the supplier made a misrepresentation when Mrs T signed a consent form outlining the risks and uncertainties. The form also sets out Mrs T agreed she was given enough time to make an informed decision regarding the treatment. If the consent form had anything on it that wasn't in line with what she thought the supplier had explained she had the opportunity to query this or not sign it. Overall, I don't think HFL saw enough to be able to conclude there'd been a misrepresentation.

To conclude, while I'm sorry to hear Mrs T is unhappy with the treatment, and I'm not saying something definitely hasn't gone wrong, overall, based on the limited evidence presented I don't think there's grounds for me to direct HFL to refund Mrs T what she's seeking.

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 Mrs T to accept or reject my decision before 20 May 2026.

Simon Wingfield
Ombudsman