

## **The complaint**

Ms R complains about a claim she made to CREATION CONSUMER FINANCE LIMITED trading as Creation ('Creation').

## **What happened**

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimum formality.

In July 2024 Ms R bought a camera from a retailer ('the supplier') using running account credit from Creation.

Ms R says that she told the store she wanted a camera that could be used for vlogging and recording events. But she says she since found out that the product is not fit for this purpose.

Ms R wasn't able to get satisfaction from the retailer so she escalated the matter to Creation in April 2025. She also complained that the retailer had not made her aware that she was entering into a credit agreement with Creation to finance the goods.

Creation rejected Ms R's claim in respect of the representation of the goods. It was also satisfied that Ms R was made aware that she was agreeing to a credit agreement to finance the goods.

Ms R's complaint was escalated to this service. Our investigator did not uphold it so Ms R asked for an ombudsman to make a final 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.

While I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party – it reflects my role resolving disputes with minimum formality.

I am sorry to hear Ms R is unhappy with the goods she bought. However, it is important to note that my decision here is about the actions of Creation rather than the supplier– and what it should fairly have done for Ms R in its position as a provider of financial services. In looking at how it handled the claim Ms R brought to it I consider the information reasonably available to it at the time, along with the relevant protections available to Ms R – in this case Section 75 ('Section 75') of the Consumer Credit Act 1974 ('CCA').

In saying the goods were not fit for purpose – Ms R was making a claim to Creation under Section 75. However, she also said to Creation that she didn't realise she had entered into a finance agreement.

If I were to agree with Ms R that she was mis-led into a finance agreement that she wouldn't have entered otherwise (and told Creation to un-wind it) I couldn't then agree Ms R also is

able to claim against Creation under Section 75 for problems with the goods. Because the finance agreement is what gives Ms R this protection. So before I go on to consider Section 75 I have thought about Ms R's point that she was misled about entering a finance product by the broker.

### The sale of the finance

Under Section 56 of the CCA Creation is responsible for how the finance product is sold by the retailer in its capacity as a credit broker. So I have thought about if the evidence supports that Ms R was misled about how she was paying for the goods.

I have read Ms R's complaint letter from 12 April 2025 where she details her concerns about what happened in store. From what I can gather from what Ms R says she doesn't deny that she electronically signed an agreement to pay for the goods and understood it was via a flexible payment option with a certain title (which I will refer to as 'F'). I conclude it likely Ms R was given sufficient information to know she was signing up to a credit agreement in store. I say this noting the following:

- F is clearly advertised online as a credit product so it seems likely it would be presented the same way in store.
- The agreement Ms R signed is clearly a credit product and details the key information including the total amount payable and the interest rate. And while Ms R's testimony is that the staff arranging the finance were 'focusing more on areas of input details' – this is not the same as the staff preventing Ms R from reading and fully understanding the agreement she was signing. Ms R's testimony is not persuasive in showing she was prevented from doing this at the time.
- The receipt for the purchase clearly states that payment is being made via a credit product with the key information showing a term of 12 months at £55.80, at a rate of 29.9% APR and with an initial 9 month deferred payment period.
- Creation has provided a credible account of the in-store process for the sale of its credit products and what staff must explain about the key features of the credit product (and how a customer must electronically confirm these have been read out). As part of this process to continue with the purchase a customer must also confirm on screen they have read the 'Important Information' and 'Pre-Contract Information' by ticking a box. These detail all the key points around the product including the type of credit, the interest rate – and the ability to pay early and avoid interest charges. The process information I have seen contains a clear warning that the store staff must not complete fields on the customer behalf. There is also no persuasive suggestion that the staff filled these out for Ms R here.
- Creation has provided a cover letter correctly addressed to Ms R dated in July 2024 which confirms the setup of a direct debit to fund the credit product with it (including all the key details such as payment amounts and the first payment date due for May 2025). Ms R did not appear to raise concerns around the time this letter would have arrived.

Of course I don't know exactly what occurred in store. And no one factor I have referred to above is decisive alone in my decision here. However, where matters are in dispute or unclear (as they are here) I make an on-balance decision. And I am satisfied it is more likely than not Ms R was sufficiently informed by Creation (which includes the actions of its broker) about the product she was using to pay for the camera here.

In making my finding I have noted what Ms R has said about trying to contact the supplier about the issue as early as December 2024. And she has provided a phone log of calls she made to the supplier. I don't find this persuasive in showing me that Ms R contacted

Creation or the supplier about the issues with the credit agreement she raised later on. But I don't think it would change my finding in any event – noting that the evidence shows Ms R was (on balance) sufficiently informed about the means of payment at the time of sale.

I note Ms R's testimony focuses on the point that she didn't know she was signing up to a credit product with a third party (Creation here). Which indicates she potentially accepts she knew it was a credit product of some kind – but she thought it was provided directly with the retailer rather than Creation. However, I think Ms R was given sufficient information overall to show that the agreement was with Creation. Creation as the provider of credit appear on all the paperwork including her receipt.

Furthermore, I don't think the finance being provided from Creation (rather than the supplier of the camera) has any material impact in terms of financial loss or otherwise here in any event. From what Ms R has said she appears to consider having credit with Creation 'absolves' the supplier (the retailer here) any responsibility for breach of contract. Or that it means she doesn't have a contract for the goods with the supplier. This is not correct. Having the credit product gives her additional rights to claim against Creation under Section 75 for problems with the goods, but it does not prevent her pursuing a claim against the supplier for breach of contract as it is the supplier whom she contracted with for the supply of goods. Creation is simply the finance provider.

In summary, I am unable to fairly agree the finance product was mis-sold here. So I am not directing Creation to do anything in that respect. I now move onto the Section 75 claim about the goods which I consider central to the complaint here and which Ms R has positioned as her main point.

### Section 75

Section 75 in certain circumstances allows Ms R to hold Creation liable for a 'like claim' for breach of contract or misrepresentation in respect of an agreement by a supplier of goods or services which is funded by the credit.

There are certain requirements that need to be met for Section 75 to apply – which relate to things like the cash price of the goods or the way payment was made. After considering these factors I think the requirements are in place for Ms R to have a valid Section 75 claim against Creation. So I have gone on to consider if there is persuasive evidence of a breach of contract or misrepresentation which would reasonably have been available to Creation at the time it considered the claim. And if so, what Creation should fairly do now to put things right.

In considering breach of contract I consider the express terms of any contract alongside any implied terms by consumer law. In this case I consider the Consumer Rights Act 2015 to be relevant.

Here Ms R is not claiming the goods are faulty. She is claiming they are not fit for the particular purpose which she was buying them for. In this case I consider the CRA s10 is particularly relevant which requires that goods are reasonably fit for the particular purpose made known by the consumer. It is important to note that the test in the CRA is not that the product needs to be the 'best' or most suitable for a particular task – but reasonably fit for the particular purpose made known. There is a degree of subjectivity around the purchase of goods such as these – and there will be a reasonable expectation the user will do some research in tailoring specific requirements to their needs.

I don't know what Ms R told the supplier in store exactly and neither would Creation. I also think that getting to the bottom of things isn't helped by the fact that Ms R appears to have

escalated a claim about the camera just under a year after its purchase. I don't think this is Creation's fault and would have made it more difficult to investigate what happened in store.

From what I can tell Ms R wanted an SLR camera but also one that could do video recording. I note in her claim to Creation Ms R said 'they led me to believe the camera I purchased was good for vlogging and recording events, but it turns out that the item can only record up to 12 minutes at a time'.

I have looked at the product online and can see that what Ms R says isn't quite right. The camera records individual video clips up to around 30 minutes per clip. But it seems that at the 1080p high resolution the maximum recording time per clip is lessened – and could be around 12 minutes (after which you would have to start recording a new clip). However, I don't think this means that the camera is not reasonably fit for the purpose which Ms R described. For example, the camera is suitable if someone is recording shorter highest quality vlogs for social media – or clips of events or vlogs in highest resolution to edit together later. Or someone who wishes to record longer continuous clips in lower resolutions (there might be valid reasons for this depending on the intended delivery format or the need to maximise storage space on the memory card).

Of course if Ms R had gone in to the store with specific requirements about the length of continuous video recording required and what particular resolution she wanted these to be she might have a stronger case for breach of contract here – but from the information she provided Creation I don't think she persuasively showed it the supplier had breached the implied term around fitness for particular purpose here.

I also don't consider Creation had persuasive evidence the retailer has breached any express terms of its contract either. The evidence indicated that Ms R had tried to return the goods (which were not faulty) outside of the 30-day supplier return window (the retailer says its first record of her complaint about the goods was March 2025). Ms R says she tried to return the goods much earlier in various stores – but even if I were persuaded that were the case (and it isn't clear) it appears she had opened and used the item already – which does not allow her to return non-faulty goods under the express return policy in any event. I know Ms R says she simply tested the item out – but unfortunately as the goods were not faulty it is the express returns policy of the retailer which applies here rather than something like the CRA's requirement around satisfactory quality. And under this policy she cannot return the goods.

I note Ms R also mentioned misrepresentation in the claim she made to Creation. For completeness, I don't think there was persuasive evidence of a misrepresentation available to Creation here. What Ms R was apparently told by the store about the item being good for a specific purpose is not clearly untrue – or specific enough to constitute a false statement of fact here.

In summary, based on the information it had – I don't think Creation had persuasive evidence that Ms R was due a refund for the camera for a breach of contract or misrepresentation by the supplier. So I don't think it acted unfairly in not upholding her claim.

I know Ms R feels very strongly about this matter. I wish to remind her my role is informal and only in respect of the actions of Creation. She can choose not to accept my decision and seek advice if she wishes on any dispute she can continue against any party by more formal routes (such as court). That is not for me to advise on here.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 24 February 2026.

Mark Lancod  
**Ombudsman**