

## The complaint

Mr T has complained about the way Creation Consumer Finance Limited (“Creation”) responded to his claim against it under Section 75 of the Consumer Credit Act 1974 (section 75).

## What happened

The facts in this case are not disputed, so I’ll only briefly set them out. In July 2024, Mr T used a loan from Creation to fund the installation of a bathroom from a supplier that I’ll call “B”. The cost of the supply and installation of the bathroom amounted to just under £8,000. Mr T paid a deposit of £2,500 and was expected to make 36 monthly payments of just over £149 to repay the remaining amounts. The bathroom was installed on 28 October 2024.

Both during the installation and after, Mr T noted a number of issues with the works carried out, including but not limited to the door frame being warped, the lowered ceiling being out of level, plasterwork being bumpy, substantial movement on the floor. One of Mr T’s main areas of dissatisfaction is that he asked B not to drill into his joists but says B did this. He remains concerned that damage has happened to the joists. Mr T also believes B removed a rock from his back wall although B’s fitter didn’t agree that it had done this and had commented that he had no reason to.

B offered to return to carry out the remedial works in February 2025 and said it couldn’t assess any damage to the joists as the flooring had been laid, but it would look into it during the repairs. The planned remedial works were cancelled due to a bereavement experienced by the fitter. Initially B tried to reinstate the works in February 2025 and then tried to book in the repairs for the first week of March 2025 – but this was unsuccessful. B offered dates in April and July 2025, but these were not suitable for Mr T. He asked for availability in May or June 2025, and while B was able to offer a date in June, it would have been with a different fitter who was still in training a few months earlier. As Mr T was not happy with this, B offered a date in October 2025.

B also informed Mr T that based on the images Mr T sent and the opinion of a partner installation expert, there were no issues with the structural integrity of the joists, but if Mr T provided an independent report showing that B had caused any damage to the joists, it would cover the costs of both the report and remedial works. Mr T was not happy with this saying B should check the joists aren’t damaged, arrange the report and cover the costs of both the report and any remedial works as it had said it would do this during the repair works. B explained that its fitters do not have the ability to check the structural integrity of the joists and Mr T would need to arrange the report.

Unable to resolve matters with B, Mr T sought help from Creation under section 75 of the Consumer Credit Act 1974. His main areas of dissatisfaction were that the joists had been drilled into despite his request not to, that B initially offered to assess them and now wanted him to incur the costs and inconvenience of arranging their inspection, that he’d paid for alternative accommodation in February and March 2025, but when the repairs were cancelled, he was only able to recover some of the costs of the accommodation. He also

wanted Creation to stop collecting payments until the repairs were completed as he was paying for something that he wasn't getting the full benefit of.

Creation issued a final response that as B had agreed to complete the remedial works, then it didn't think it needed to do anything further. It also said it would need Mr T to arrange for the joists to be inspected, and it would review the matter if required. Unhappy Mr T referred the complaint to this service. He reiterated his earlier concerns.

Our investigator looked into things and didn't think Creation needed to offer a remedy. They explained that it wasn't unreasonable for Creation to request the information it needed to move forward with the claim in relation to the joists, and B had offered to remedy the remaining issues. They also noted that Mr T had retrieved his accommodation costs back.

Mr T didn't agree broadly for the following reasons:

- B had agreed to assess the joists during the repair works, and he had agreed to this. He felt it wasn't fair for it to decline to do this now and make him incur the costs of having them inspected. He is also adamant that B removed a rock from his exterior wall.
- There were multiple scheduling failures from B resulting in him only getting part of his costs back for alternative accommodation.
- Creation didn't provide him with any assistance, he asked Creation to allow him to pause payments until the repairs were completed, and there were administrative errors in logging his claim. This has left him paying for a failed installation.

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.

Firstly, I'd like to reassure Mr T, that I have considered all his concerns carefully, but I will only be dealing with the most salient parts of his complaint in this decision as I'm required to decide matters quickly and with minimum formality.

I would add that I'm sorry to hear that Mr T is unhappy with the bathroom. But it may be helpful to explain that I need to consider whether Creation – as a provider of financial services – has acted fairly and reasonably in the way it handled Mr T's claim. And it's important to note Creation isn't the supplier. Section 75 is a statutory protection that enables Mr T to make a 'like claim' against Creation for breach of contract or misrepresentation by a supplier paid using credit.

But importantly Creation isn't responsible for everything that B did that Mr T might be unhappy with. It may be helpful to explain that consumers may be unhappy with a supplier for a number of reasons, such as poor customer service, not meeting customer expectations, as well as breach of contract and/or misrepresentations. But section 75 enables consumers to bring claims against their finance providers for breach of contract and/or misrepresentation only. I've considered if there is persuasive evidence of a breach of contract or misrepresentation by B that means Creation should have offered a further remedy when handling Mr T's claim. But I want to explain from the outset that I can only consider Mr T's complaint on that narrow basis – that is, whether it was fair and reasonable for Creation to respond to his claim in the way that it did.

There are certain conditions that need to be met for section 75 to apply such as financial limits. From what I've seen, those conditions have been met, and Creation also appears to agree that section 75 applies.

In order for me to uphold Mr T's section 75 claim, I'd have to be satisfied that B breached a term of the contract and that caused him to suffer loss. The Consumer Rights Act 2015 (CRA) is relevant to this complaint. The CRA implies terms into the contract that the goods must be of satisfactory quality, aspects of which include goods being durable and free from minor defects. The CRA also says that any services carried out must be carried out exercising reasonable care and skill. The CRA sets out what remedies are available to consumers if statutory rights under a goods or services contract are not met.

Under the CRA, any works completed by B should have been done to a reasonable standard, but the onus is on Mr T to provide evidence that this hasn't been done. This is the position in law. I would also stress that I cannot look at a complaint directly against B and the service it has provided to Mr T. I can only look at Creation's response to his claim.

In terms of the initial installation works, all parties accept that the works haven't been carried out to a reasonable standard and remedial works are necessary. But where B has agreed to carry out the repair works needed to rectify the issues, I don't think it's unreasonable for Creation to conclude that Mr T has been provided with the remedy he is entitled to under the CRA for a breach of contract.

In relation to Mr T's concerns over the joists, as explained above, the onus is on him to show the joists have been damaged by B in the first instance before Creation can be held liable to remedy the costs of any repair. I appreciate Mr T's disappointment that B has failed to arrange the report itself, after agreeing to look into it during the repairs, but as I explained above, I cannot look at a complaint against B directly. And Creation isn't responsible for answering claims about B for poor customer service or not managing his expectations correctly. For breach of contract, the onus is on Mr T to show the joists have been damaged and require repair, before it is obligated to offer a remedy. I'm not suggesting that something hasn't gone wrong with B, but only that Creation isn't liable to remedy this until Mr T has evidenced the damage. And Creation isn't obligated to arrange or cover the costs of inspecting this under a claim for breach of contract against it either until Mr T has proved his claim. He'd also need to evidence his breach of contract claim in relation to the rock, and any loss/damage he needs Creation to remedy before Creation can be expected to consider this any further.

I also understand Mr T's frustration at not recovering all the costs of alternative accommodation. But we'd normally only expect businesses to cover these sorts of losses if it was a requirement of the remedial works that consumers needed to vacate the property to enable the works to be completed, rather than when consumers incur these costs for the convenience. And while I appreciate that rescheduling planned works is inconvenient, sometimes this can't be avoided. I can also see that B offered alternative dates in April and July, and while Mr T and B weren't able to agree a mutually suitable date at the time, I don't think this was due to lack of trying. I don't think it was unreasonable for Creation to conclude that B and Mr T should agree a date and move forward with the remedial works as agreed as a fair resolution to the complaint.

I appreciate Mr T would have liked Creation to pause on payments while the issues remained outstanding, but under the CRA, where there is a breach of contract, Mr T is entitled to a repair in the first instance and if that fails, then he can consider further remedies. The credit agreement normally remains unaffected. So, while I appreciate why Mr T is so disappointed, I am unable to uphold his complaint on this basis. Overall, I don't think the

service levels of Creation fell to a standard that requires monetary compensation. And I cannot compel Creation to compensate Mr T for the inconvenience caused by B.

If Mr T obtains an independent report into the joists, he can send this to Creation to review a claim if it's found that B damaged the joists and they require remedial works. But currently, its response that B carry out remedial works to the issues that its accepted has not been done correctly is not an unfair response to the complaint, so I don't find I have grounds to direct it to do anything further at this stage.

### **My final decision**

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 26 February 2026.

Asma Begum  
**Ombudsman**