

The complaint

Miss S is unhappy Creation Consumer Finance Limited (Creation) is asking her to repay a fixed sum loan agreement for goods she says she returned to the retailer.

What happened

Miss S ordered a tablet and keyboard from a retailer in May 2025, at a total cash price of £562. She paid for the goods using a fixed sum loan agreement provided by Creation. Miss S says she received both items from the retailer and opened the main parcel but didn't open the individual boxes inside. A few days later, Miss S decided to return the goods.

Miss S says she followed the retailer's returns process and took the goods to a shop to return them, getting a postage receipt and tracking number. The retailer says it received the parcel but the box was empty when it arrived.

The retailer asked Miss S for proof of postage and she provided the receipt – but the retailer said the receipt showed the parcel Miss S returned weighed 300g. It said the total weight of the two items should have been around 1.5kg, so it didn't accept this as proof Miss S had returned the goods. The retailer therefore didn't refund Miss S.

Miss S wasn't happy so complained to Creation. It said there wasn't enough evidence to show Miss S had returned the goods to the retailer, so Miss S was still liable to repay the credit agreement. Miss S then brought her complaint to our service.

Our Investigator didn't uphold the complaint. She said she was satisfied Miss S did return a parcel to the retailer, but the postage receipt suggested the parcel was much lighter than it should have been if the goods were inside. She considered if Miss S could request a refund via a chargeback but found the payment type wasn't suitable for this. So she said Creation hadn't treated Miss S unfairly by holding her liable for the loan agreement.

Miss S said she understood the weight on the postage receipt was a problem but said it didn't feel fair that she had to assume the full cost of the goods when she followed the retailer's returns process. She asked the Investigator to consider reducing the debt by 50% as a compromise. As the Investigator didn't think this was fair, Miss S asked for a final decision on the complaint.

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.

Having done so, I've reached the same conclusion as our Investigator – and I'll explain why.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I've reached my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in the light of the available evidence and the wider circumstances.

I also think it's worth clarifying that I'm not making a finding on the dispute between Miss S and the retailer. Instead, I'm deciding whether Creation has treated Miss S fairly and reasonably when helping her with her dispute, in line with its obligations as the provider of the financial services.

While our Investigator commented on chargeback in their finding, a chargeback claim wouldn't be applicable for this dispute, as Miss S didn't pay for the goods using a plastic card. So, I've not considered this further.

Creation reviewed Miss S' dispute as a claim under Section 75 of the Consumer Credit Act 1974 (S75 CCA). I should explain Creation is a different business to the retailer, so I can't hold it responsible for everything that may have gone wrong. Instead, S75 CCA allows Miss S to make a like claim against Creation as the credit provider, if there's a breach of contract by the supplier of the goods. There are certain conditions to be met for a valid claim to be considered – and I think they have been met here.

The Consumer Rights Act 2015 implies terms into the contract that, unless agreed otherwise, the contract includes a term that the supplier must deliver the goods to the consumer.

In this case, Miss S hasn't disputed that the goods were delivered to her – but she says she didn't open the boxes inside the parcel to confirm this. The retailer told Creation the parcel it sent Miss S weighed 1.5kg, which was consistent with the expected weight of the combined items and packaging. In the absence of other evidence to the contrary, I think it's most likely the retailer delivered the goods to Miss S and didn't breach the contract to supply the goods.

Miss S says she returned the goods to the retailer, following its own returns process, within the 30 days set out in the retailer's returns policy. I understand this involved her requesting the return online and taking the parcel to a post office where a courier collected it. Miss S provided Creation with the receipt she says shows she returned the goods. This confirms the parcel was addressed to the retailer but the weight was recorded as just 300g.

I can understand why Creation would have concerns about the difference between the weight of the parcel Miss S sent and the original parcel sent by the retailer. It took these concerns to the retailer, who explained the weights of the tablet and keyboard should be 477g and 840g respectively, plus around 400g for the packaging. The retailer couldn't provide photos of the parcel it received, but said no external damage was recorded. I think Creation has reasonably considered this information and concluded there isn't enough evidence to support Miss S returned both items to the retailer in line with the returns policy terms and conditions.

Miss S says she has found other customers with concerns about the post office branch she used to return the goods. And she has raised a complaint with the courier, as it told her it had lost the parcel, rather than delivered it to the retailer. But I don't think it's reasonable for me to direct Creation to take responsibility for a dispute with these parties, as there isn't enough evidence to show the retailer ought to have refunded Miss S.

As I've found Creation contacted the retailer for its comments on the receipt and asked it to investigate Miss S' claim, I don't think it needed to do more than this. I sympathise with Miss S' situation as she says she is paying for goods she doesn't have. But, as I've explained, I can't hold Creation responsible for everything that might have gone wrong. As there's not enough evidence to show the retailer breached the contract to supply the goods, or that Miss S should be entitled to a refund under its returns policy, I don't think Creation is treating her unreasonably when holding her liable for the agreement.

For the same reasons, I can't fairly ask Creation to reduce Miss S' liability for the goods. But I'd like to take the opportunity to remind Creation of its obligations to provide Miss S with support if she will struggle to make the repayments.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 20 March 2026.

Hannah Dunkley
Ombudsman