

## **The complaint**

Mr S, who is represented by his sister, complains that CREATION CONSUMER FINANCE LIMITED (Creation) refused to let him reject a sofa. Given Mr S is the eligible complainant I will refer to him solely throughout this decision and in doing so no disrespect is intended to his sister.

## **What happened**

In January 2025 Mr S ordered a sofa and footstool with a loan from Creation at a cost of £2,695. The sofa was manufactured and was ready for delivery in March 2025. The sofa was to be placed in an upstairs room but when it was delivered it was too large to be manoeuvred into the living room and damage was done to the house. The merchant agreed to pay £250 compensation to cover the damage. The sofa was taken away and later it was returned and left in Mr S' garage. He has explained that some of the wrapping was damaged during the first delivery attempt and as a result the sofa has suffered more damage while being stored.

The merchant offered to provide a technician to dismantle and reassemble the sofa so it could be placed in Mr S' desired location but he would have to pay for that. Mr S didn't consider this was reasonable.

Mr S made a claim under section 75 Consumer Credit Act 1974 (s.75), but this was rejected by Creation. It said there was no evidence of the goods having a manufacturing fault. It added that it was the customer's responsibility to ensure the goods were suitable for their needs.

Mr S brought a complaint to this service where it was considered by one of our investigators who didn't recommend it be upheld.

He noted the finance agreement stated:

*"Under the Consumer Credit Act 1974 you have the right to withdraw from this agreement without giving any reason. The right commences on the day after the day on which you receive a copy of the executed agreement and continues for 14 days from that day."*

He said this meant the right to withdraw expired on 21 January 2025. He added that if the 14 day period began with the delivery Mr S had not exercised that right since he didn't complain until more than 14 days after delivery.

Nor did he think that Mr S had a valid claim under s.75 since the sofa was not faulty. Mr S didn't agree and said he had gone to the store to complain but had been told the manager was on holiday and he had to wait for him to return.

Mr S asked that his complaint be considered by an ombudsman.

## **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.

When the evidence is incomplete, inconclusive or contradictory as some of it is here – I've reached my outcome on the balance of probabilities – that is, what I consider likely to have happened given the available evidence and the wider circumstances.

I want to acknowledge that 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 also want to assure Mr S that I've reviewed everything on file. 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.

Having considered all the evidence put forward by both parties I have concluded I cannot uphold this complaint. I will explain why.

This complaint has been submitted as a claim under s. 75. This legislation offers protection to customers who use certain types of credit to make purchases of goods or services. Under s. 75 the consumer has an equal right to claim against the provider of the credit or the retailer providing the goods or services, if there has been a misrepresentation or breach of contract on the supplier's part. For s. 75 to apply, the law effectively says that there has to be a

: • Debtor-creditor-supplier agreement and

- A clear breach of contract or misrepresentation by the supplier in the chain.

Our role isn't to say if there has been a breach of contract or a misrepresentation for a valid claim under s. 75 but to consider if Creation has come to a fair outcome based on the evidence they were provided. I am satisfied the required chain is in place and so I must consider if there has been a breach of contract or misrepresentation.

Recently Mr S has said he gave full details of the measurement of his house to the merchant and they agreed that the sofa would fit. This is not something I have seen mentioned in his initial complaint. In any event I have seen no documentary evidence which shows the merchant agreed to take responsibility for the sofa fitting into Mr S' house. Without any supporting evidence I cannot say Creation was wrong to reject the claim.

It is usual for the customer to take responsibility for their choice of goods and to be satisfied they meet their requirements. I believe it was up to Mr S to be satisfied that the sofa would fit and that it was what he required. I have seen nothing which shows that the merchant contracted with Mr S to guarantee the sofa would fit.

There has been no suggestion that the sofa was faulty and so I cannot see how I can say that Creation could safely conclude that there has been either a breach of contract or misrepresentation.

As for the 14-day cooling off period referred to by our investigator that refers the loan agreement and not the agreement to purchase. It does not affect the claim under s.75 nor does it affect the sale of the sofa.

Once the sofa was delivered it was Mr S' responsibility to ensure it was kept safe and Creation cannot be regarded as being responsible for it being looked after when in Mr S' possession.

Finally, I note that the merchant has compensated Mr S for the damage done while its

agents were trying to deliver the sofa. I do not see that Creation has any need to be involved in that aspect of Mr S' complaint.

**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 Mr S to accept or reject my decision before 23 March 2026.

Ivor Graham  
**Ombudsman**