

## The complaint

Mr Y has complained Glow Financial Services Limited (trading as Samsung (Glow)) acted unfairly when declining his request for money back.

## What happened

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

In May 2024, Mr Y bought a new vacuum cleaner from a retailer who I'll refer to as S. To help fund the purchase Mr Y borrowed around £150 from Glow using a fixed sum loan agreement.

In February 2025, Mr Y contacted S to make them aware the vacuum pole had "*come apart and will not attach back to the dustbin*" which meant the appliance was no longer usable. S inspected the appliance and said the issue had either been caused due to inadvertent damage or wear and tear. Because S declined to repair or replace the appliance, Mr Y asked Glow to raise a Section 75 claim under the Consumer Credit Act 1974 (S75 CCA). Glow responded by saying they didn't believe there had been any misrepresentation or breach of contract by S under S75 CCA. Unhappy with Glow's final response, Mr Y asked the Financial Ombudsman to consider the matter saying that as the appliance failed within 12 months of purchase this was indicative of a manufacturing defect at the point of sale and/or it not being sufficiently durable.

Our Investigator didn't uphold the complaint saying, in summary, it was reasonable for Glow to have relied on what S had said about the likely cause of the fault. As Mr Y didn't agree with the Investigator's findings the complaint has come 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'm sorry to hear Mr Y is unhappy with the vacuum cleaner he bought. However, it's important to note I'm not considering a complaint against S. My decision is about the actions of Glow and what it should fairly have done for Mr Y in its position as the provider of the funds that facilitated the purchase of the goods.

In looking at how Glow handled the claim Mr Y brought to them, I've considered the information reasonably available to Glow at the time, along with the relevant aspects of S75 CCA and the Consumer Rights Act 2015 (CRA).

## Section 75

In certain circumstances, S75 CCA allows Mr Y to hold Glow liable for a 'like claim' for

breach of contract or misrepresentation in respect of an agreement with a supplier for goods or services which is funded by a regulated finance agreement.

I'm satisfied the requirements for Mr Y to make a like claim against Glow have been met on this complaint. So, I've gone on to consider if there is persuasive evidence of a breach of contract or misrepresentation which would reasonably have been available to Glow at the time it considered the claim.

### **Misrepresentation**

I don't consider Mr Y presented a claim to Glow that there had been a misrepresentation. The issue here is that Mr Y says the goods were not of satisfactory quality, and this has directly led to the appliance failing much sooner than it ought reasonably to have done.

### **Breach of contract**

Alongside the specific terms of the purchase contract, the CRA is of particular relevance to this complaint. It says that under a contract to supply goods, there's an implied term that "the quality of the goods is satisfactory". In summary, this means the goods must meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances. The goods were brand new so they should have been in perfect condition, free from minor defects.

The CRA sets out that goods which do not conform to the contract at any time within the period of six months (beginning with the day on which the goods were delivered to the consumer) must be taken as to have not conformed to it on that day, unless it's established the goods did conform to the contract on that day or that the application is incompatible with the nature of the goods or with how they fail to conform to the contract.

There's no dispute that there has been a failure – all parties accept the vacuum pole will no longer connect to the dustbin. The dispute is over what has caused this to happen. S inspected the device and said it wasn't due to a manufacturing defect or durability issue. I appreciate Mr Y has strong feelings about what's happened and has highlighted he's found online reviews and forums which refer to the same issue his vacuum cleaner experienced – which he says supports there was an inherent manufacturing issue.

The Financial Ombudsman isn't an expert on the manufacture of vacuum cleaners and their maintenance, and neither is Glow. As the manufacturer of the goods, I think it's fair to say S likely had the knowledge and expertise to determine what had likely caused the fault. So, I think it was reasonable for Glow to rely on the report issued by S. They determined the likely cause of the part failing was either due to wear and tear or accidental damage – it wasn't due to any manufacturing defect or durability issue.

In the circumstances, I understand why Glow would have wanted to see more to show the failure of the part was caused as a direct result of the goods being faulty at the point of delivery. So, I consider Glow acted fairly when concluding the available evidence wasn't enough to show this. And in turn, I think it was reasonable for Glow to decide there hadn't been a breach of contract under S75 CCA. Overall, I consider Glow handled Mr Y's complaint fairly and in a timely manner without any undue delays.

Given how long Mr Y had the goods, it was for Mr Y to show there had been a breach of contract under CCA. Based on what I've seen, I don't think Glow was presented with enough evidence to show this. If Mr Y was able to get something persuasive/independent showing the goods weren't fit for purpose, then I'd expect Glow to deal with any new information accordingly. While I'm sympathetic for the situation Mr Y finds himself in, for the reasons I've

explained above, I don't have the grounds to direct Glow to take any further action in relation to this 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 Y to accept or reject my decision before 12 May 2026.

Carl Bibby  
**Ombudsman**