

## **complaint**

Mrs L complains that the goods she bought using point of sale finance from Creation Financial Services Limited were misrepresented to her.

## **background**

Mrs L bought a games console and game from a retailer using a fixed sum loan. She says she was told that the game would work with the console, but found this was incorrect. The retailer would not provide a refund saying the items had been used. Creation Financial Services has offered to refund the cost of the game which was £10.

The adjudicator recommended that the complaint should be upheld. She was satisfied that Mrs L bought the game to use with the console and that she had to open the packaging to try and use the items. She recommended that the cost of the items of £158.97, plus all interest paid at 26.3% annual percentage rate, should be refunded and the items collected.

Creation Financial Services did not agree and said that that this was disproportionate and that it should only give a refund on the item Mrs L could not use.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

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

I am satisfied, on balance, that Mrs L purchased the items to be used together, having asked the retailer if they were compatible. I find that she would not have purchased the items had she known that they were not compatible. As a result, I agree with the recommendation of the adjudicator. I note that the loan is now repaid and also funded another purchase which Mrs L was happy with.

## **my final decision**

In light of the above, my decision is that I uphold this complaint. In full and final settlement I order Creation Financial Services Limited to:

- 1) Arrange a mutually convenient time to collect the console and game from Mrs L by courier or similar.
- 2) Pay Mrs L £158.97 plus the associated interest charges on the related borrowing.

Michael Crewe  
**ombudsman**