

complaint

Miss F complains that Creation Financial Services Limited ("Creation Finance") haven't supported a claim she made to them under section 75 of the Consumer Credit Act 1974 ("section 75").

background

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead I'll focus on giving my reasons for my decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I agree with the investigator's view of this complaint. Please let me explain.

Where the information I've got is incomplete, unclear or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

When something goes wrong and the payment was made, in part or whole, with a fixed sum loan, it might be possible to recover the money paid through a chargeback scheme or a section 75 claim. This section of the Consumer Credit Act (1974) says that in certain circumstances, a finance provider can be responsible for a breach of contract or a misrepresentation made by the supplier.

Miss F needs to demonstrate there has been a breach of contract and in this case that would mean she needs to demonstrate that there was a fault with the sofas when they were supplied.

I'm not persuaded that sufficient evidence has been provided that that's the case. I say that because the expert inspector doesn't think the puddling is a defect. His report says that the puddling is due to incorrect dressing of the furniture and he's suggested that the puddling disappears when the cushions are correctly dressed. Having inspected both sofas he is not of the opinion that there are any faults.

In those circumstances it would not be fair to say there is evidence that the sofas were of an unsatisfactory standard and, given the time that's elapsed since purchase, I think it's for Miss F to demonstrate that.

So, I don't think it would be fair to ask Creation Finance to take any further action.

my final decision

For the reasons I've given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 1 November 2020.

Phil McMahon
ombudsman