

## **The complaint**

Miss P complains that two sofas acquired with finance from Creation Consumer Finance Ltd weren't of satisfactory quality. She's unhappy because Creation rejected her claim under section 75 of the Consumer Credit Act 1974.

## **What happened**

In May 2021 Miss P ordered two three-seater sofas from a retailer and entered into a finance agreement with Creation.

In July 2021 Miss P contacted the retailer and complained that the sofas had been scratched in the course of being delivered to her.

The retailer replaced the seat covers in September 2021.

Miss P contacted the retailer again in October 2021 and complained that the seat cushions were creased, and the back cushions were dipping.

The retailer arranged for a technician to carry out an assessment of the sofas. Following the assessment, the technician said that the sofas were in excellent condition.

Miss P remained unhappy and referred her complaint to Retail ADR (an independent adjudication service).

Miss P also raised a section 75 claim with Creation.

Creation rejected the section 75 claim. It said there was no evidence of a breach of contract because the assessment had concluded that the furniture was in excellent condition and there was no other evidence to suggest that the sofas weren't of satisfactory quality.

Miss P wasn't happy with the outcome of her section 75 claim and brought her complaint to this service.

Our investigator didn't uphold the complaint. She said she hadn't seen any evidence to suggest that there was a manufacturing defect with the sofas, or that the sofas weren't of satisfactory quality. The investigator said she was satisfied that Creation's response to the section 75 claim was reasonable.

Miss P didn't agree so I've been asked to review 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.

In certain circumstances, section 75 gives a consumer a right to claim against a supplier of goods or the provider of credit if there's been a breach of contract or a misrepresentation. In order to uphold Miss P's complaint, I would need to be satisfied that there's been a breach of

contract or a misrepresentation and that Creations response to the claim under section 75 wasn't fair or reasonable.

The Consumer Rights Act 2015 says that goods must be of satisfactory quality when they are supplied. If they aren't, then a breach of contract can be said to have occurred.

Miss P first complained about the sofas because there were some scratches on the sofas which she believed had been caused in the course of delivering the sofa to her. The retailer agreed to replace the seat cushion covers.

Following this, Miss P said she wasn't happy about the creasing on the seat cushions and the dipping on the back cushions.

I can see that the retailer arranged for a technician to visit Miss P and assess the sofas. The technicians report states that the dipping of the back cushions was a dressing issue and records that advice was given to Miss P on how to dress the sofas. The technician stated that the creasing was a natural characteristic of the furniture and concluded that the furniture was in excellent condition.

I've looked at all of the photos and I've reviewed the technicians report. And I've taken account of everything that Miss P has said. Based on what I've seen, there isn't enough evidence to persuade me that there is a manufacturing fault with the sofas, or that the sofas weren't of satisfactory quality when supplied.

I've also reviewed the findings of the adjudicator from Retail ADR. The adjudicator looked at all of the available evidence and concluded that there was no manufacturing defect with the sofas.

Taking everything into account, and whilst I appreciate that Miss P isn't happy with the sofas, there isn't enough evidence to persuade me that the sofas weren't of satisfactory quality. So I'm unable to say that there's been a breach of contract for the purposes of section 75. For these reasons, I don't think Creation acted unreasonably when it rejected Miss P's section 75 claim.

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 25 October 2023.

Emma Davy  
**Ombudsman**