Consumer dispute response

Which remedy the law actually requires, three replies you can adapt, and what escalation costs when it goes wrong.

1. Establish the facts before drafting

— Dates: order, delivery, first report of the problem, every contact since.

— Channel: distance sale (online, telephone, mail order) or in store? A distance sale adds a separate cancellation right that has nothing to do with fault.

— What was described — listing, photographs, packaging, and anything said by staff. Pre-contract information given to a consumer is treated as a term of the contract [2].

— Whether a repair or replacement has already been attempted; the remedy ladder moves on once it has.

— Whether the customer is a consumer at all: an individual acting wholly or mainly outside their trade, business, craft or profession [1].

2. Which remedy is owed

Goods must be of satisfactory quality, fit for any purpose made known, and as described (Consumer Rights Act 2015, ss 9 to 11). Which remedy follows depends almost entirely on timing. [1]

When the fault appears	What the consumer may require	Provision
Within 30 days of ownership passing	Short-term right to reject: a full refund. The 30 days pauses while the goods are with you for repair.	ss 20, 22
After 30 days, within 6 months	Repair or replacement within a reasonable time and without significant inconvenience. If that fails or is impossible: price reduction, or the final right to reject. Faults appearing in this period are presumed present at delivery unless you prove otherwise.	ss 23, 24
After 6 months, within 6 years	The same remedies, but the consumer must show the fault was present at delivery. A deduction for use may be made on a final rejection.	ss 23, 24
Digital content	Repair or replacement, then price reduction; plus compensation where faulty content damages a device.	ss 42 to 46
Services	Reasonable care and skill, reasonable time, reasonable price where none was fixed. Remedies: repeat performance or price reduction.	ss 49 to 56
Delivery	Without an agreed date, delivery without undue delay and within 30 days; the consumer may then end the contract.	s 28

> **Distance sales carry a separate right — do not argue about faults**
>
> For contracts made online, by telephone or by mail order, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 give a 14-day right to cancel for any reason at all, running from delivery for goods, with a further 14 days to return them and a refund due within 14 days of return or of proof of posting. If the required cancellation information was never given, the window extends by up to twelve months. Standard delivery is refunded, though only at the cheapest option you offered. [2]

3. Reply — accepting the claim

Dear [name],

Thank you for telling us about the [item] you bought on [date], order [number].

You reported on [date] that [describe the fault in the customer's own words]. That is within 30 days of delivery, so under the Consumer Rights Act 2015 you are entitled to reject the goods and receive a full refund. We accept that, and I am sorry for the trouble.

We will refund [amount] to the card ending [digits] within [n] working days of the item reaching us. A prepaid returns label is attached; there is nothing for you to pay. If you would rather have a replacement or a repair, tell us and we will arrange it at no cost.

[Optional: what went wrong, and what has changed as a result.]

Yours sincerely,
[Name] · [Position] · [Contact]

4. Reply — offering repair or replacement

Where the fault appears after 30 days, the first remedy is repair or replacement, provided it is possible and proportionate. Say which you are offering and by when.

Dear [name],

Thank you for your message of [date] about the [item], order [number], delivered on [date].

The fault was reported [n] months after delivery. Under the Consumer Rights Act 2015 we are entitled to put it right by repair or replacement in the first instance, and we would like to do that. We can [repair the item, collecting it on [date] and returning it within [n] days] or [send a replacement, dispatched within [n] days]. Tell us which you prefer.

If that does not resolve the problem, you will be entitled to a price reduction or to reject the goods for a refund, which may be reduced to reflect the use you have had. There is no charge to you for the repair, the replacement or the collection.

Yours sincerely,
[Name] · [Position] · [Contact]

5. Reply — disputing the claim

Refusing is legitimate where the facts support it. Say plainly what you rely on, and always leave the escalation route open — a customer who is stonewalled goes to the card issuer, an ADR scheme or the court, each of which costs more than the item.

Dear [name],

Thank you for your email of [date] about the [item] bought on [date], order [number].

We have looked into this carefully. [Our inspection on [date] found [x]; the listing described the item as [y]; the damage is consistent with [cause] rather than a manufacturing fault.] On that basis we do not consider the goods were of unsatisfactory quality when supplied, and we are not able to offer a refund under the Consumer Rights Act 2015.

[Where something is offered anyway] Although we are not obliged to, we would like to resolve this and offer [goodwill remedy], open until [date]. This is offered without any admission of liability.

If you disagree, you can take this further. [We are a member of [ADR scheme] and you may refer the dispute to them at [details].] You may also raise the matter with your card provider, or bring a claim in the county court.

Yours sincerely,
[Name] · [Position] · [Contact]

6. Terms and statements that will not hold

— 'No refunds' or 'sale items cannot be returned' where goods are faulty. Statutory rights cannot be excluded or restricted — CRA 2015, s 31 for goods and s 57 for services [1].

— Restocking fees on a distance-sale cancellation.

— Requiring original packaging as a condition of refunding faulty goods.

— Redirecting the customer to the manufacturer. The contract is with you.

— A returns window shorter than the statutory rights, presented as if it replaced them.

— Terms causing a significant imbalance to the consumer's detriment, contrary to good faith, are not binding — CRA 2015, Part 2, with the indicative 'grey list' at Sch 2 [1].

> Misstating a consumer's rights is an enforcement risk now, not just a bad look
>
> The unfair commercial practices provisions of the Digital Markets, Competition and Consumers Act 2024 replaced the 2008 Regulations on 6 April 2025. Misleading actions and omissions remain prohibited, Schedule 20 lists practices unfair in all circumstances, and the CMA can now decide that a business has infringed and impose penalties directly — up to 10% of global turnover — without first going to court. Telling a consumer they have no refund rights when they do sits squarely inside that regime. [3][4]

7. Escalation, and what it costs you

If they escalate to	What happens	Your exposure
Card issuer — chargeback or s 75	The issuer reverses the payment, or the lender is jointly liable with you.	The sum, a dispute fee, and ratio damage.
An ADR scheme	Independent decision, often binding on the business where you are a member.	A case fee per complaint, whatever the outcome.
Trading standards or the CMA	Investigation under the DMCC Act; direct enforcement and redress orders.	Penalties, undertakings, and a published outcome.
County court	Small claims track for most consumer disputes up to £10,000.	The sum, the court fee, interest, and a day of someone's time.

8. Keep the record

— Log every complaint with dates, the remedy offered and the outcome.

— Version your listings so you can prove what was described on any given day.

- Retain order and delivery records for six years [5].
- Review complaint patterns quarterly. A repeat fault on one product line is cheaper to fix at source than to refund one customer at a time.

Where this comes from

Every statement above traces to one of these. Primary legislation is on legislation.gov.uk; regulator guidance on gov.uk. Check the current version before relying on any of it — consumer law has changed twice since 2024.

1 Consumer Rights Act 2015
Satisfactory quality, fitness and description (ss 9 to 11); remedies and the 30-day right to reject (ss 19 to 24); digital content (ss 42 to 46); services (ss 49 to 56); delivery (s 28); no exclusion of liability (ss 31, 57); unfair terms and the grey list (Part 2 and Sch 2).
legislation.gov.uk/ukpga/2015/15/contents

2 Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
Pre-contract information, the 14-day cancellation right, return and refund periods, and the extension where information was not given.
legislation.gov.uk/uksi/2013/3134/contents/made

3 Digital Markets, Competition and Consumers Act 2024, Part 4 Chapter 1
Unfair commercial practices (ss 224 to 252) and banned practices (Sch 20). In force from 6 April 2025 by SI 2025/272; s 251 revokes the 2008 Regulations.
legislation.gov.uk/ukpga/2024/13/part/4

4 CMA — Unfair commercial practices (CMA207)
Regulator guidance on how the provisions apply in practice, published 4 April 2025, replacing OFT1008.
gov.uk/government/publications/unfair-commercial-practices-cma207

5 Limitation Act 1980, s 5
Six years for a simple contract claim.
legislation.gov.uk/ukpga/1980/58/section/5

Important