

The complaint

Mr A complains that Mitsubishi HC Capital UK PLC trading as Novuna Personal Finance ("Novuna") didn't uphold a claim he made about a mis-sold sofa.

What happened

In February 2024, Mr A placed an order for a sofa in-store with a company I'll call "N". He says he gave N's salesperson the size and measurements of the room he wanted the sofa in and asked him to measure the sofa in store to see if it would fit. Mr A says the salesperson then told him the sofa would fit the room space.

Mr A entered into a fixed sum loan agreement with Novuna to purchase the sofa.

The sofa was delivered to Mr A around 13 weeks later. However, it didn't fit in the room as intended. Mr A tried to resolve the matter with N, but they didn't agree to take the sofa away or refund him.

Mr A contacted Novuna for help. They considered a claim for Mr A under section 75 of the Consumer Credit Act 1974 ("s75") but declined it. And they didn't uphold Mr A's subsequent complaint about this decision. So, Mr A referred his complaint to our service,

Our investigator didn't recommend that the complaint should be upheld. In summary, she felt there wasn't enough evidence that N had breached the contract or misrepresented anything to Mr A.

Mr A didn't agree and so his complaint has been passed 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 want to acknowledge that I've summarised the events of this complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I'm required to decide matters quickly and with minimum formality. But I want to assure Mr A and Novuna that I've reviewed everything on file. And if I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

In deciding what I think is fair and reasonable, I need to have regard to, amongst other things, any relevant law. In this case, the relevant law is s75 which has the effect that, in certain circumstances, if Mr A paid for goods and services using credit supplied by Novuna, and there was a breach of contract or misrepresentation by N, Novuna can be held responsible.

For a valid claim under s75, there must be certain necessary criteria that is met. One of these is that there must be the required debtor-creditor-supplier relationship between the relevant parties. The simplest way to explain this is that the person who enters the contract

with N would normally be the person who enters into the finance agreement with Novuna. Here, I've seen that it was Mr A's partner, rather than Mr A, who signed the invoice with N and that Mr A took out the finance with Novuna. However, I'm satisfied that Mr A intended to be a party to the contract with N, as both he and his partner visited N's store, and both negotiated with N's salesperson about the sale of the sofa. So, I'm satisfied that Mr A was a contracting party with N and the necessary relationship was in place for Mr A to make a s75 claim. I note also that Novuna hasn't sought to argue otherwise after our investigator set this out in her view.

Turning now to the merits of the complaint, Mr A says N's salesperson misrepresented that the sofa would fit his living room space. Mr A says he gave the salesperson a drawing of the floorplan for the room and was told the sofa would fit without any problem.

I've looked at the photos that Mr A provided as part of his claim. These do show that the sofa won't fit in the required space. However, the difficulty here is that Mr A and N's salesperson have very different recollections of the conversations about this.

Mr A says the salesperson basically rushed him into the sale and gave an unequivocal assurance that the sofa would fit having taken measurements of it and comparing that to the drawing of the floorplan Mr A gave him. And I suspect Mr A feels the salesperson said this as part of his desire to get a quick sale from him.

Novuna asked N to get a statement from the salesperson about the sale, which they then provided. The salesperson said in this that he gave no assurance that the sofa would fit the room space, and that he offered a home visit to establish whether it would fit, but Mr A declined this. N's salesperson also said Mr A told his partner the sofa would fit, and he wasn't given the measurements of the room as Mr A had claimed.

It's not possible for me to know what was said during the sale and bearing in mind the very different recollections of the sale from both sides (both of which are detailed), I simply have no way of knowing which version of events is the more likely version of what happened. It's of course possible that N's salesperson did give Mr A the assurances around the sofa fitting his room space. But I balance that with the fact that N's terms and conditions set out on their website that customers are responsible for checking that the sizes of N's products are suitable for their needs, which would include whether they fit in their living spaces as intended.

I realise this will be disappointing for Mr A, but overall, I don't have enough to say that Novuna should have upheld Mr A's s75 claim for either breach of contract or misrepresentation. In saying this, I've also considered whether Mr A had a right to return the goods to Mr A in line with N's returns policy. I've looked at N's website and there's no such provision for this from what I've seen.

I've finally considered how Novuna dealt with the claim, from a customer service perspective. Novuna paid Mr A £50 for not calling him back when he requested. That seems a fair offer to me bearing in mind I think they handled the claim satisfactorily overall. Novuna received Mr A's claim in June 2024, sent their outcome to him in the following month and their response to his complaint in the month after that. That doesn't seem an unreasonable length of time overall to deal with Mr A's dispute.

For the reasons I've set out above, I don't uphold Mr A's complaint.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 14 August 2025.

Daniel Picken
Ombudsman