

The complaint

Mrs R complains about the sale and installation of windows and doors she financed through a loan with Mitsubishi HC Capital UK PLC trading as Novuna Personal Finance ("Novuna"). In summary, she says the installation was poor, causing damage and injury and the quality of the goods weren't as expected. She brings her claim under section 75 of the Consumer Credit Act 1974.

What happened

The background details of this case are well known to the parties so I will only summarise these briefly.

Mrs R purchased windows and doors from a supplier using a fixed sum loan agreement with Novuna. However, there were problems with the installation that required remedial work, which was completed almost a year later.

Mrs R complained to Novuna who agreed the installation hadn't been carried out properly. They noted that Mrs R had been injured by glass left around by the installers and that the installers had damaged her sofa. Novuna arranged to pay Mrs R £800 for the distress and inconvenience she'd experienced.

Mrs R didn't think the offer went far enough and referred her complaint to our service. In addition to the damage to the sofa and the injury she'd suffered, she mentioned that the quality of the goods didn't meet what she'd been promised by the supplier. Mrs R also mentioned that the installers pierced her garage roof, which she had to repair, and had left glass and rubbish all over her property. Mrs R said her heating bills increased because cold drafts came through the windows and doors after they'd been installed incorrectly. And she said the installers cut through cables without telling her, which she had to get repaired.

Our investigator didn't recommend that Novuna needed to pay any more compensation to Mrs R. She felt Mrs R hadn't been able to provide sufficient evidence to show she'd paid to repair the garage roof or to repair the cables, or that her heating bills increased because of the poor installation.

Mrs R didn't agree and said she'd been promised a high-quality service and product and didn't receive either of those things. She asked for an ombudsman to review her case.

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'm sorry to hear about Mrs R's experience with the windows and doors. However, it's important to note that Novuna isn't the supplier of the windows and doors. Its role is as a finance provider – and it's that role that I'm considering here. So, my focus here in deciding

what's fair and reasonable is how Novuna responded to the claim Mrs R made to them, and whether in the particular circumstances this was fair and reasonable.

Under section 75 of the Consumer Credit Act 1974 ("section 75"), Mrs R can hold Novuna responsible for a 'like claim' she would have against the supplier for a breach of contract or misrepresentation. Certain criteria need to be met for section 75 to apply relating to matters such as the cash price of the goods or services and the relationship of the parties to the transaction. I'm happy those are met here.

Clearly, there were issues with the installation. Novuna accepts this. The installation took almost a year to be completed because of errors made by the installers. Mrs R was also injured by glass being left around her property by the installers and one of her sofas was damaged by them.

Mrs R feels strongly that £800 goes nowhere near compensating her for what happened, and she's explained that the installers caused damage which she had to repair herself at her own cost, and that she had to pay increased heating costs because of the poor installation.

However, I would needed to have seen reasonable evidence of those costs to direct Novuna to refund them. Although Mrs R has sent in a copy of an e-mail from a third party that sets out that it cost her £500 to repair the garage roof, I would have needed to have seen evidence that Mrs R paid that cost. I haven't though seen that evidence. Similarly, I've not seen evidence that shows Mrs R paid to have the cables repaired that the installers cut inappropriately. And although Mrs R has sent us a copy of a notification she received from her energy supplier saying that her monthly bills would be increasing, this isn't sufficient to show this happened as a direct result of the poor installation of the window and doors, as opposed to say a consequence of rising energy costs which is something I know has happened in the recent past.

Overall, I haven't seen sufficient evidence of further consequential losses suffered by Mrs R that were directly caused by the installation of the windows and doors.

I've also considered Mrs R's comments about the overall quality of the product she bought. She hasn't though gone much further than to say that the quality wasn't as promised or expected. I don't though have much to show why she feels that, or that there is evidence the product was poor quality and over-valued compared to the price she paid for them.

I completely understand why Mrs R feels £800 isn't enough compensation. But putting an exact figure on this isn't an easy thing to do. I say this taking into account that our remit isn't really to assess how much compensation should be payable for personal injury claims (which a court would be better placed to decide). And I've taken into account that I haven't seen to what extent Mrs R's sofa was damaged and whether it was completely unusable as a result.

So, considering the particular circumstances of this case and the difficulty I have in determining how an exact figure of compensation should be reached, I don't think on balance that Novuna's offer of £800 was unreasonable. I won't therefore be directing Novuna to increase the amount of compensation they offered and paid. It follows then that I find that Novuna dealt with Mrs R's section 75 claim fairly. I would just add though that Novuna will need to pay the £800 to Mrs R if they haven't already done so.

I realise Mrs R is likely going to be disappointed by my decision however she doesn't have to accept it and can pursue her claim in court if she wishes where matters can be considered further. Mrs R may wish to consider seeking appropriate legal advice if she wants to go down this route.

My final decision

I don't uphold this complaint, although Mitsubishi HC Capital UK PLC trading as Novuna Personal Finance will need to pay Mrs R £800 if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 11 July 2025.

Daniel Picken
Ombudsman