

The complaint

Mr L complains Nationwide Building Society (Nationwide) unfairly declined his section 75 Consumer Credit Act 1974 claim for a faulty kitchen.

What happened

I issued my provisional decision in May this year – an extract for which can be found below.

On 29 November 2015, a kitchen supplier (which I'll call "S") quoted Mr L £29,659 to supply a kitchen. Mr L paid a £2,000 deposit to S on 30 November 2015.

Up until March 2016, Mr L regularly changed the kitchen specification and paid it off in stages - including with £9,000 and £3,439 payments from his Nationwide credit card. Mr L ended up paying S around £25,500 in total. He then paid an independent fitter (which I'll call "F") to install the kitchen in around May 2016.

The kitchen had several problems which S and F remedied between 2016 and 2018. But Mr L says S stopped responding and went into liquidation before fixing everything. He asked Nationwide to accept liability under section 75 Consumer Credit Act 1974 ("section 75") for the remaining issues on the basis the kitchen was of unsatisfactory quality.

Around January 2019, Nationwide said it would consider a section 75 claim if Mr L obtained an independent report confirming the remaining defects and cost of repair. But Mr L said he couldn't get a report anytime soon due to personal issues. S also said it would soon fix the only outstanding issue (a kitchen door), so Nationwide closed the claim in May 2019.

Mr L complained about the claim's closure in December 2021. Nationwide's final response on 21 December 2021 said it was fair to close the claim as Mr L hadn't provided expert reports. Mr L disagreed and referred his complaint to the Financial Ombudsman.

Our investigator looked into his concerns in June 2023. He acknowledged S tried to fix what it thought was the only remaining problem (a kitchen door). And although Mr L was unhappy with that repair, he said Mr L hadn't done enough to evidence the repair failed. He didn't think Mr L had established a breach of contract or misrepresentation, so he didn't think Nationwide acted unreasonably by insisting on a report to establish any remaining defects.

Mr L accepted the assessment on 28 June 2023, but asked if he could raise a claim later. The investigator said that would be Nationwide's decision and warned him the claim might be time-barred if brought more than six years after purchase.

Mr L obtained independent reports from two kitchen suppliers (which I'll call "B" and "O"). Nationwide considered them but still rejected his claim on around 26 June 2024. It doubted the purchase price was under the £30,000 section 75 limit because the original £29,659 quoted excluded labour and other costs. It offered him £500 to cover the report costs, but insisted that Mr L provide an invoice or contract establishing S' total price for the kitchen.

Mr L referred a second complaint to the Financial Ombudsman, stating Nationwide's decision to decline his section 75 claim was unfair. Our investigator accepted his claim was within the section 75 cash limits, but noted S had only supplied the kitchen (F installed it). That meant Nationwide was only liable for manufacturing defects, and not damage caused by poor installation. As the reports didn't conclusively establish any manufacturing faults, he didn't think Nationwide had to remedy the remaining faults.

Following that assessment, Mr L submitted a follow-up expert report from B, carried out on 17 March 2025, confirming the defects were all manufacturing faults. Based on this recent report, Mr L says Nationwide ought to pay for a replacement kitchen. It's this second complaint that's been referred to me for a decision, and the only one I'm considering here.

What I've provisionally decided – and why

I've considered all the available evidence and arguments to decide what I feel is fair and reasonable in the circumstances of this complaint. This includes the relevant laws, regulations, guidance and standards, codes of practice and good industry practice. And where it's unclear what's happened, my conclusions are based on what I think is most likely to have happened given the information available.

While I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party – it reflects my role resolving disputes with minimum formality. I'd like to assure both parties I've considered everything they've sent, including Mr L's further evidence following our investigator's assessment.

I think it's worth clarifying that I'm deciding whether Nationwide acted fairly in assisting Mr L with his dispute against S. I'm not making a finding on the underlying dispute Mr L has with S. As Nationwide didn't supply the kitchen, I'm only considering whether Nationwide acted fairly and reasonably in carrying out its obligations as a financial services provider.

As Mr L made some payments to S with his Nationwide credit card, I need to consider how Nationwide could have reasonably helped him with the protections offered by section 75.

Section 75 Consumer Credit Act 1974

Under section 75, Mr L can hold Nationwide responsible for a "like claim" he would have against S 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 Mr L bought and the relationship between the parties to the transaction.

The relevant legislation says section 75 doesn't apply "to any single item to which the supplier has attached a cash price not exceeding £100 or more than £30,000..." In short, Mr L's section 75 claim would be invalid if S charged him more than £30,000 for the kitchen.

The original quotation was for a kitchen costing £29,659, that didn't include labour and other charges. The issue here is a later quotation or invoice might have included additional costs that Mr L had to pay S as part and parcel of the kitchen he bought. And if so, the kitchen might have ended up costing more than the £30,000 limit. So I don't think Nationwide's concerns about the price potentially being outside the statutory limits was unreasonable, especially as the kitchen's price regularly changed with each amendment Mr L made.

In the circumstances, I don't think Nationwide acted unfairly by asking for a contract copy, an invoice, and proof of payments – to help establish the kitchen's final price.

However, after Mr L referred his complaint to the Financial Ombudsman, he sent additional evidence including further emails with S that confirmed the kitchen cost him around £25,500, and that the additional labour charge was paid to F, which was independent of S. Overall, I'm satisfied it's now clear the claim meets the section 75 cash price (and other) criteria.

The remaining issue for me to consider is whether Nationwide has any remaining liability under section 75. As Mr L's claim is for breach of contract, that's what I've focused on below.

Breach of contract

Mr L paid S to supply but not install the kitchen. It follows that S was contractually obligated under section 9 of the Consumer Rights Act 2015 (CRA) for ensuring the kitchen parts it supplied were of satisfactory quality when S delivered them in 2016.

The parts supplied would be of satisfactory quality if a reasonable person would find them acceptable, taking into account various factors such as their description, condition, and price. Given the kitchen was brand new, I think there's a reasonable expectation here that the parts should be free from any defects at the point of supply, minor or otherwise.

All parties agree a manufacturing defect would be a strong indicator the quality would have likely been unsatisfactory at the point of supply. What's still disputed is whether there remain any manufacturing defects Nationwide is responsible for remedying under section 75.

The two independent reports Mr L initially commissioned from B and O collectively identified the remaining issues with the kitchen as follows:

- A cracked quartz splashback*
- A crooked hob*
- Kitchen cabinets and doors with multiple extra holes*
- Poorly fitted end / filler panels*
- Damaged carcasses and doors*

Of the abovementioned defects - the hob, end/filler panels, and the damage to the carcasses weren't attributed to manufacturing defects, but generally to installation errors. That leaves only the cracked splashback and the extra holes in the kitchen cabinets and doors as issues that the reports said might have arisen because of manufacturing defects.

B said the splashback was cracked at the point it was fitted, but didn't clarify if the crack was due to a manufacturing or installer error. B also said the cabinet and door issues were due to poor installation. O said both issues could have arisen from either manufacturing defects or a poor installation. Overall, it's clear to me that neither report said any remaining issue was likely due to a manufacturing defect. So I don't think they sufficiently establish any outstanding defects that Nationwide is responsible for remedying under section 75.

What I've said broadly mirrors what our investigator said. In his recent assessment he also confirmed, for the first time, that under section 75 Nationwide wasn't responsible for installation errors (only manufacturing). That's because Mr L hadn't previously provided the later emails from S confirming Mr L's direct payment to F, an independent fitter, until more recently. So until then, S was thought to be responsible for the installation errors too.

Following that assessment, Mr L commissioned a second report from B four days later. In this follow-up report, B said it wanted to clarify what it previously said, and confirmed all the errors it identified were "solely" down to manufacturing errors.

I have serious concerns about the credibility and impartiality of the follow-up report from B. In its initial report, B said “there are visible damage and flaws due to installation to both the carcasses and doors”. It’s clear B is attributing the defects here to poor installation. But B is now saying, in relation to the kitchen cabinets and doors, that it’s “blatantly visible from the faults that these are from the manufacturing process...” B isn’t simply clarifying what it previously said but is now contradicting its previous stance.

Moreover, if B is now confident the current defects are obviously due to manufacturing errors, this raises questions about why B initially concluded the same defects were due to installation errors. B was either initially wrong, which puts its credibility in question – or alternatively B was initially correct but has decided to change its position for other reasons.

I’ve since asked Mr L for further information to clarify why B changed its opinion. I haven’t received anything further from B, and Mr L’s response was to restate the current problems are all due to manufacturing errors. I don’t find that explanation satisfactory.

Considering the above circumstances, I think it’s likely B was aware Mr L had to prove the defects resulted from manufacturing errors when it carried out its second report. And with that knowledge had not acted impartially when carrying out the second inspection. Or if I’m wrong about that, B’s change in position persuades me B isn’t a credible expert here. Either way, I don’t think it would be fair to place any weight on B’s second report while determining if S supplied a kitchen of satisfactory quality, so I’m discounting it.

In addition to the first two reports from B and O, I’ve also thought carefully about the entire history of what’s happened from 2015 until now. I’ve seen the multiple emails between Mr L and S discussing the problems with the kitchen, Mr L’s emails with Nationwide, and Nationwide’s internal notes, to see if any party has commented on the current defects or mentioned anything about any unremedied manufacturing defects.

I haven’t seen any communication mentioning a cracked splashback. The first mention appears to be in B’s report dated 25 October 2023, around seven and a half years after S supplied the kitchen. If S supplied a cracked splashback, and Mr L complained about it, I’d have expected it to be recorded in one of the numerous emails between Mr L and S, given the effort Mr L went through to detail multiple outstanding problems with the kitchen, with accompanying photos of each defect. Regarding the multiple holes in the kitchen cabinet and doors, there is likewise no mention of these specifically in the communication I’ve seen. Rather, Mr L was particularly unhappy with the cabinets’ fitting, pointing to installation errors.

I think the emails between Mr L and S before S stopped responding are also relevant here. On 17 September 2018, S emailed Mr L to say the kitchen installer is available to attend for remedial works, and that there is one outstanding issue with the Tall Pine refrigeration door that would be delivered. On 31 January 2019, S tells Nationwide the only remaining issue is with a kitchen door that would be fixed the following week. On 8 February 2019, S emailed Mr L to confirm its fitter would attend on 13 February 2018 to replace the door. And on 15 February 2019, Mr L told Nationwide he wasn’t happy with the visit. I haven’t seen any other emails to or from S since then. Nor have I seen any later emails from Mr L to S confirming any remaining issues other than the single door S agreed to fix.

In summary, I haven’t seen anything in the communication between the parties, or in the expert reports, confirming there are likely outstanding manufacturing defects that need remedying. So I don’t think Nationwide are liable under section 75 for the remaining issues.

Limitation Act 1980

I've also thought carefully about whether it's fair and reasonable to treat Mr L's present section 75 claim as time-barred under the Limitation Act 1980 (LA). In doing so, I've taken account of the relevant legal provisions, how a court would likely approach the issue, and the broader fairness considerations that guide the Financial Ombudsman Service.

Section 5 of the LA gives a claimant six years to bring an action founded on simple contract (as is the case here). The clock starts when the cause of action accrues – that is, when the breach of contract is alleged to have occurred. The cause of action arose when S supplied Mr L with a kitchen he deemed was of unsatisfactory quality, in breach of contract. As this occurred around May 2016, Mr L had until May 2022 to raise his claim with Nationwide.

I acknowledge Mr L sought to claim under section 75 in early 2019, which was within the six-year period. Nationwide considered the claim and asked Mr L for an independent report to evidence a breach of contract as early as January 2019, something Mr L had also acknowledged he'd commission once he had the time to. Nationwide closed that claim, and when our investigator considered it, he also decided Nationwide hadn't acted unfairly. Both parties accepted his assessment, and the complaint was closed. That earlier claim (and complaint) is outside the scope of the decision I'm making here.

The complaint that's before me arises from a fresh request Mr L made to Nationwide to consider a section 75 claim, which appears to be around May 2024. Nationwide confirmed on 20 May 2024 it would consider the claim, but declined it on 26 June 2024. Mr L raised this second claim around nine years after the kitchen was supplied. Unless a statutory exception applies, a court would almost certainly find a claim issued at that point to be time-barred.

I've thought about the possible extensions in sections 28-32 of the LA, including those for disability, fraud, deliberate concealment and mistake. However, on the evidence none of those special circumstances are relevant here for the purposes of extending the time-limit.

I've also considered whether the 2024 claim can reasonably be thought to be an extension of the 2019 claim. The 2019 claim was discontinued by Nationwide (and by the Financial Ombudsman Service) when Mr L failed to produce expert evidence within a reasonable period. The present claim heavily relies on new expert reports obtained towards the end of 2023, in early 2024, and more recently in early 2025, and advances a broader case than the one decided in 2019. On balance, especially given the time that's passed, I think a court would more likely regard the current claim as a new claim and not a continuation of earlier proceedings. Even if a court might have regarded the 2019 claim as "stayed" to allow further evidence, I'm doubtful it would have allowed Mr L around five years to get that evidence from the time Nationwide put him on notice (in January 2019) about the need for an expert report.

Even if I have discretion here to waive the strict limitation, I must still consider whether it would be fair and reasonable in all the circumstances to do so. Here, I note:

- Nearly nine years had passed between the supply of the kitchen and the recent claim. Relevant staff at S had long since left and the business has been liquidated.*
- Nationwide has already faced a certain amount of evidential prejudice because of the time that's passed. Mr L has not been able to definitively evidence certain payments because historic bank statements are no longer available. So any redress would probably involve a certain amount of guesswork. Moreover, if the section 75 claim was paid, Nationwide is highly unlikely to be able to seek any contribution from S.*
- Mr L had the opportunity to gather the evidence he needed to fully pursue matters in 2019. While I recognise he was dealing with personal circumstances, I've not seen anything that I think would persuade a court (or me) that an equitable extension*

should be granted here.

I cannot say for sure what a court would do, but I think a court would likely conclude Mr L's present breach of contract claim is time-barred. Having weighed the legal position against the overarching principles of fairness, I don't think it would be reasonable to require Nationwide to meet a "like claim" under section 75 so long after the alleged breach.

In summary, I don't think Mr L has established S breached its contract with him, so I don't think Nationwide are liable for the remaining issues with his kitchen under section 75. Even if a breach was proved, the present claim would still be time-barred for the reasons above.

Independent reports expenses

Nationwide has already offered £500 to cover the cost of the reports Mr L commissioned at its request. It said it won't cover the cost of the additional report from B due to the contradictory information and absence of photographic evidence in that report.

I'm similarly doubtful about the credibility and impartiality of B's second report. Nationwide also originally asked Mr L to get one report, but he's obtained three. Additionally, given the onus is on Mr L to prove there's been a breach of contract, I don't think it's fair to ask Nationwide to cover the cost of the second report from B – a report it was unaware of.

However, as it's already offered to pay £500 to cover the cost of the first two reports, and the findings on those earlier reports make up a large part for why Nationwide isn't liable under section 75, I think it's fair and reasonable in all the circumstances for Nationwide to honour its original offer. But I'm not recommending it do anything further than that.

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've considered everything sent to me since my provisional decision. Nationwide accepted my recommendations, but Mr L raised some objections, which I've summarised as follows:

- Mr L filed [a complaint] with the ombudsman several times, and there was no five-year gap between claims. Instead, one "claim" that lasted from 2019 to 2023 was reopened based on a closure error by the Financial Ombudsman, after which he was told he needed to provide additional documentation.
- Our investigator advised Mr L he could continue or restart the claim even though six years had passed - and if Nationwide didn't challenge the "timelapse" – the time-bar wouldn't apply.
- There were text messages, phone calls, and work emails that Mr L no longer has access to – that I hadn't considered in my review.
- In the circumstances, Mr L says he should be allowed to submit a new expert report.

I've considered these points below.

Limitation Act 1980 (LA) six-year limitation period

Mr L essentially argues his claim shouldn't be time-barred because (1) there is one "claim" that lasted from 2019 to 2023, that was brought within the six-year limit set out in section 5 of the LA, (2) there were several problems that caused delays that were outside his control, which should serve to extend the time-limit, or (3) that the Financial Ombudsman and Nationwide acted in a way that essentially waives or extends the time-limit.

I don't agree there is one claim that lasted from 2019 to 2023. Mr L's point appears to be premised on a "complaint" he brought to our service that was ongoing for years, rather than a section 75 "claim" he raised with Nationwide that was closed soon after he raised it. To be clear, regardless of his extended interactions with the Financial Ombudsman – it's the section 75 "claim" that's relevant when considering whether Mr L's claim is time-barred, and not his complaint with the Financial Ombudsman.

The six-year timelimit for bringing a claim for breach of contract started in around May 2016. That means Mr L had to raise a section 75 claim with Nationwide by around May 2022 for the claim to be raised in time.

I accept he initially asked Nationwide to consider a section 75 claim in around January 2019. In the ensuing interactions, Nationwide asked Mr L to provide independent reports in support of his claim. Nationwide's internal notes show that Mr L confirmed he would provide those reports, but then later said he didn't have time to. At the time, S also said there was only one outstanding issue it planned on fixing. Given all that, Nationwide decided to close the claim.

Mr L complained about the claim closure in a separate complaint, but our investigator thought Nationwide's decision to close the claim was fair and that there was still insufficient evidence to justify a remedy under section 75. Mr L accepted our investigator's assessment, which relates to a separate complaint that's not within the scope of this complaint.

My decision is focused on Mr L's second attempt to raise a section 75 claim with Nationwide in 2024, which is more than six years after the supply of the kitchen in May 2016.

In my provisional decision, I thought carefully about whether the 2024 claim can reasonably be considered an extension of the earlier claim. I considered whether a court would have "stayed" the claim for the time Mr L took to provide an independent report – which Mr L was aware he was asked to provide in January 2019. I concluded a court would unlikely stay proceedings for that long. I'm not minded to change my position for those same reasons.

In short, I don't think it's fair to consider the second claim as simply an extension of the first, notwithstanding the difficulties Mr L faced in that period.

As Mr L's second attempt to raise a section 75 claim was brought more than six years after the kitchen was supplied, I'd consider his claim to be time-barred unless one of the exceptions in the LA applies. Mr L's personal circumstances, S' liquidation, and other delays are unfortunate, but they do not engage the exceptions in sections 28-32 of the LA.

Mr L has since argued that Nationwide and our investigator's actions amount to a waiver of the time-bar. He essentially says our investigator advised him he could raise a section 75 claim, and if Nationwide didn't object, it couldn't later rely on the six-year time-limit.

He hasn't provided any evidence in support of that statement, and I haven't seen anything in our files that indicate our investigator made such assertions.

I assume he's referring to an email our investigator sent him on 28 June 2023, in which he suggested Nationwide might consider his claim again if he provided compelling evidence for

a misrepresentation or breach of contract. But our investigator had also warned him that Nationwide might not consider the claim if more than six years passed since the purchase.

There's nothing in that email that suggests the time-bar would be waived simply because Nationwide considered a section 75 claim. And Nationwide looking at an out-of-time claim does not amount to a waiver of the statutory protection offered by the LA.

In summary, I think a court would likely consider Mr L's claim as time-barred. I'm also not persuaded I should set the time-bar aside on fair and reasonable grounds. It follows that I don't find Nationwide to be liable under section 75.

Even if I were wrong about that, I don't find Mr L has sufficiently established any breach of contract or misrepresentation by S, for which Nationwide is potentially liable. I'll explain.

Manufacturing or installation errors

As S was only responsible for the supply (and not the installation) of the kitchen, Mr L had to show S supplied a kitchen of unsatisfactory quality to potentially hold Nationwide liable under section 75. It's not disputed that, pragmatically, Mr L had to establish that at least one of the remaining problems with the kitchen was likely due to a manufacturing defect.

In my provisional decision, I explained the only independent reports that I found to be credible were the first reports issued by B and O. As those reports didn't show any of the remaining faults were likely due to manufacturing defects, I didn't find that Nationwide were obligated to provide a remedy under section 75.

In my review, I also considered all the communication between Mr L and S from 2015 onwards. The main purpose of that review was to see if there was any evidence that established the current kitchen issues were more likely due to manufacturing defects rather than installation errors. In short, from the communication available, there was nothing from what I could see that suggests the current issues were likely due to manufacturing defects.

Mr L was concerned that because I didn't refer to other communication with S – such as the calls and texts between Mr L and S, that I hadn't considered all the evidence available. However, my not commenting on the missing calls, texts, or lost emails, doesn't mean I haven't considered everything Mr L sent. I have. I'm aware there's a lot of missing information. That's not surprising given many years have passed since Mr L was supplied with the kitchen. I simply didn't find anything, from the communication that I could review, that shows the current issues were likely caused by manufacturing errors.

I've thought carefully about Mr L's request to submit a further independent report. However, I recognise there are already two, credible independent reports that make similar findings on the causes of the issues. And Mr L has already been given fair opportunity to provide any evidence in support of his claim. Given how long that's also passed, I don't think it would be fair or reasonable in the circumstances to ask Nationwide to consider any further reports.

In summary, I find that Mr L's claim is time-barred. But even if it wasn't, I don't think Mr L has done enough to show S breached its contract with him - so Nationwide isn't liable for the remaining faults with his kitchen under section 75.

I haven't been provided with any persuasive reasons for why I should depart from the findings in my provisional decision, which form part of my final decision. For all the above reasons, I'm only directing Nationwide to honour its £500 offer to cover the first set of independent reports. I'm not recommending it do anything further.

My final decision

My final decision is that I direct Nationwide Building Society to pay Mr L the £500 it previously offered as explained above, if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 9 July 2025.

Alex Watts
Ombudsman