

The complaint

Mr W complains Shop Direct Finance Company Limited (“Shop Direct”) unfairly declined his section 75 Consumer Credit Act 1974 (“section 75”) claim for an armchair he says is faulty.

What happened

As the facts are well-known to both parties, I’ve only set out the key events here.

On 30 April 2024, Mr W bought a new armchair for £749.99 on a 12-month Buy-Now-Pay-Later plan through his Shop Direct running credit account. It was delivered on 17 June 2024.

Around four to six months later, Mr W said he noticed the seat cushion became so soft he started to feel springs through the seat, causing him back pain. In January 2025, he asked for a refund from Shop Direct as he didn’t think the armchair was of satisfactory quality.

Shop Direct arranged a technician’s inspection on 20 January 2025. The technician found no manufacturing fault, but noticed some seat softening consistent with Mr W’s extensive daily use. He said the seat softening was caused by “wear and tear”.

Shop Direct relied on the technician’s findings to conclude there was nothing wrong with the armchair on delivery. It declined Mr W’s section 75 claim, but said Mr W could provide further evidence, such as his own expert report, if he wished.

Our investigator said Shop Direct acted fairly when declining Mr W’s section 75 claim. Mr W disagreed and asked for an ombudsman’s decision.

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.

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 carefully considered everything they’ve sent.

It’s important to note that Shop Direct didn’t supply the armchair. Its role is limited to what would reasonably be expected of it as a provider of financial services. In that respect I consider section 75 to be particularly relevant here. The key issue for me to consider is whether Shop Direct acted fairly when handling and declining Mr W’s section 75 claim.

I know my outcome will disappoint Mr W. However, I think the available evidence indicates the armchair was of satisfactory quality. I’ll explain why.

When something goes wrong and the payment was made with this type of running credit, it might be possible to make a section 75 claim. This section of the Consumer Credit Act 1974 says, in certain circumstances, the borrower under a credit agreement has a like right to claim against the credit provider as against the supplier if there’s either a breach of

contract or misrepresentation by the supplier.

From what I can see, the necessary criteria for a valid section 75 claim have been met. And as Mr W hasn't alleged any misrepresentation, the key issue for me to consider is whether there's been a breach of contract.

The Consumer Rights Act 2015 (CRA) is the relevant legislation here. The CRA implies terms into a sale of goods contract that goods should be of satisfactory quality when supplied. The quality of goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory, taking into account any description of the goods, the price, and all the other relevant circumstances. It also explains that when we think about whether goods are of satisfactory quality, we should consider whether they've been durable.

The website describes the armchair seat as having a foam core with a fibre top, and a firmness rating of medium-soft. The seat sits above serpentine springs.

I've thought carefully about what Mr W said about the armchair. His primary evidence is his account of his sitting experience and photos of the armchair. Those photos don't just include the armchair seat itself, but underneath the seat as well — where creases can be seen in the black cloth sitting over the seat springs. Mr W said these creases are indicative of an overly softened cushion that's of unsatisfactory quality.

I'm mindful there's only so much Mr W can do to convey his sitting experience. I also appreciate why he's unhappy with the thoroughness of the technician's tests. However, all things considered I still don't find his evidence particularly strong, especially when weighed against the findings of a trained technician who, as the only expert to examine the seat, is best placed to decide matters relating to it.

The expert report shows there was no manufacturing fault. That included an assessment of the seat springs, which the technician decided were intact and not faulty. I think that also means the technician likely saw the creases in the black cloth covering the springs, but notably drew no adverse inferences from that observation. Likewise, I'm not persuaded those creases alone evidence a fault with the seat cushion.

The technician also carried out a "hand pressure" test to check the resilience of the seat cushion, and found it still held some resilience in the foam. He concluded the seat's interior had "softened in the centre" due to wear and tear consistent with Mr W's extensive daily use.

I appreciate Mr W was unhappy with that test. As a heavier adult, he said the test could not reasonably account for how the seat felt to Mr W. However, an engineer's role is to perform an objective technical assessment to identify a manufacturing fault – I don't think that extends to replicating a consumer's subjective experience. So I'm not persuaded the test was inappropriate, or that informative conclusions could not reasonably be drawn from it.

Despite Mr W's reservations about the quality of the report, I've not seen anything to indicate the technician made any error. I've also not seen anything else that persuades me that I should discount the report. I consider it reliable and strong evidence that shows the armchair was of satisfactory quality.

As the report did not find any manufacturing fault, and found the softened seat cushion to be in line with Mr W's extensive use, despite the short time he had the armchair for, I'm not persuaded there's enough here to say the armchair was insufficiently durable or of unsatisfactory quality in any other way at the point of delivery.

It follows that I don't find Shop Direct acted unfairly when declining Mr W's section 75 claim at the time it did. Nor have I found Shop Direct to have acted unfairly in any other way.

If Mr W still believes the technician report is unreliable, I note Shop Direct has left it open for him to commission his own expert report in support.

My final decision

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 30 September 2025.

Alex Watts
Ombudsman