

The complaint

Mr K complained about the way Mitsubishi HC Capital UK PLC trading as Novuna Personal Finance (Novuna) dealt with a claim under Section 75 of the Consumer Credit Act 1974.

What happened

Mr K entered into a fixed sum loan agreement with Novuna for the purchase of windows and doors from a supplier I'll call B in January 2024. The total cost of the goods were £18,000 and Mr K paid a deposit of around £5,500. He needed to make monthly repayments of around £365 for 64 months, starting 12 months after the goods were supplied and fitted.

Mr K said he was generally happy with the overall goods he bought, after all the snagging issues were addressed but he was unhappy that the sizes of the trickle vents were embossed on the outside whereas he was told they would match his previous vents. Mr K said because the trickle vents weren't as described, he wanted the vents replaced or a price reduction for the visual impact on the installation.

Novuna considered a claim under Section 75 of the Consumer Credit Act 1974 (Section 75). It said that B completed the works in line with the contract and the relevant regulatory requirements.

Mr K said that both Novuna and B were referring to the building regulatory requirements "too literally" when it said that the sizes of the trickle vents needed to be visible and this didn't need to be on the domestic face. He said he contacted other suppliers who said that the sizes were on the underside of the vents for the products they supplied and could be opened for building inspectors to see easily.

Mr K also said that he was unhappy that he didn't receive a response to his complaint when he disagreed with the outcome of the Section 75 claim.

As Mr K remained unhappy, he referred his complaint to the Financial Ombudsman. Our investigator reviewed the complaint and didn't uphold it. She said she noted the trickle vents were part of the contract of supply with B. She noted that the regulations didn't specify where the size of the vents needed to be marked and didn't think there was enough evidence to say that a breach of contract or a misrepresentation had occurred.

Mr K didn't agree and said that when the measurements were taken by B's surveyors, he was told that the trickle vents installed would be the same as the ones on his existing windows. He said that the existing vents were smooth, and the size was embossed on the inside of the vents and not on the domestic face. He said that as the new vents had the size embossed on the domestic side of the vents, they weren't as described by B's surveyors and there was a breach of contract. He wanted Novuna to replace the vents with ones that don't have the size embossed on the domestic surface.

As the matter remains unresolved it's been passed to me for a 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.

When considering what is, in my opinion, fair and reasonable, I must take into account relevant law and regulations; regulator's rules including the Consumer Duty, guidance and standards; codes of practice; and what I believe to have been good industry practice at the relevant time. Where evidence is incomplete (like it is here), I reach my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence and wider circumstances.

Mr K bought the windows and doors using a fixed sum loan agreement with Novuna. This is a regulated consumer credit agreement, and our service is able to consider complaints relating to these sorts of agreements.

It's clear Mr K feels strongly about this matter, and I mean no discourtesy where I haven't commented on each individual point he has raised. I've focused on what I consider are the key elements of the complaint. I'm not considering a complaint against B, but rather I'm looking at Novuna as the finance provider and considering if Novuna has acted fairly and reasonably in the way it handled Mr K's request to have his trickle vents replaced or a price reduction.

I've considered the applicable legislation and in this case Section 75 holds Novuna liable for a like claim for any breach of contract or misrepresentation by the supplier - B, provided certain conditions are met. In order for there to be a valid claim under Section 75, there needed to be a debtor-creditor-supplier ('DCS') agreement in place and the financial limits have been met for a valid claim. I'm satisfied the criteria has been met.

The Consumer Rights Act 2015 (CRA) is also relevant to this complaint. The CRA implies terms into the contract that goods supplied will be of satisfactory quality and as described. The CRA also sets out what remedies are available to consumers if statutory rights under a goods contract are not met.

I've considered whether or not what Mr K said he was told – the trickle vents would be the same as his last ones - would be considered to lead to a breach of contract or misrepresentation which Novuna could be held liable for.

I've carefully considered the information that has been provided including the contract Mr K had with B. I can see the provision of trickle vents were included in the contract to be supplied and these were installed – so there's no dispute about the actual supply of the goods. However, Mr K's main complaint is that the sizes of these are embossed on the domestic side of the vents, and he doesn't like the appearance of it.

I appreciate Mr K said that he relied on B's surveyor's comments that the trickle vents would be the same as the ones he previously had. I don't have any evidence of the conversation Mr K had with the surveyor and as I wasn't present, I can't be certain of exactly what was said. I think Novuna made reasonable enquiries, and I think even if it asked B's surveyors for a statement, given the time that had passed, it would be difficult to get an accurate reflection of what was discussed. Mr K also said that he was happy with the supply of goods apart from the issue of the embossed size of the vents on the domestic side. Even if I were to accept that Mr K was told that the trickle vents were going to be the same as the ones he had previously – this may have been related to the size of the vents or the colour. Additionally, I think if it was important part of the transaction, Mr K would have raised it sooner than he did. I'd like to have been more certain that Mr K was told a false statement of fact which induced him into the contract, however based on what's been provided I think

there's insufficient evidence that Mr K was misled, so I can't safely conclude that the trickle vents were misrepresented to him.

I've also considered the documentary evidence that has been provided. Although I can see that trickle vents are included in the contract and the sizes for each part of the installation, I can't see from the contract that there are details about where the size would be embossed on the vents. I appreciate Mr K has said that B and Novuna has relied on the regulatory requirements to say the size of the vents were embossed on the domestic side to meet the regulatory requirements and to support their position. Mr K said the regulatory requirements could have also been met by having the size on the inside of the vents and they could have been opened for it to be seen by the building inspectors easily. However, while I understand Mr K's point, as there is insufficient supporting evidence to show where the size of the trickle vents would be marked or that this formed part of the contract, I can't say that there has been a breach of contract. Ultimately, Mr K was provided what was on the contract and this met the regulatory requirements.

I understand that Mr K feels strongly about the markings and feels that they are unsightly. However, I think this could be a matter of opinion and can be subjective. Mr K has said because of the way the markings are on the trickle vents he should be entitled to a price reduction; however, he hasn't provided any evidence to demonstrate that the value of what he has paid for is lower because the sizes of the trickle vents are embossed on the domestic side. So even if I were to accept that there was a minor breach of contract (to be clear I'm not persuaded there was), I don't think there are grounds to direct Novuna to give him a price reduction.

Based on the information presented I can't say there was a false statement of fact which induced Mr K into the contract, which meant there was a misrepresentation. I've also not seen enough to show that Mr K was told that the markings would be on the underside of the trickle vents which meant that they weren't as described. Therefore, I'm not persuaded Novuna acted unfairly by declining the Section 75 claim. So, I won't be asking it to pay for the replacements of the trickle vents or reimburse Mr K for a price reduction.

Mr K has also said that he is unhappy his complaint wasn't escalated after he disagreed with the outcome of his Section 75 claim. Novuna said it would raise a complaint but didn't send Mr K the final response letter that it was meant to send in January 2025. Novuna has apologised for this, and it said that it has provided feedback to the relevant staff and forwarded a copy to Mr K after he referred his complaint to the Financial Ombudsman. I understand this would have been frustrating for Mr K. However, having looked at the final response letter I can't see that Novuna reached a different outcome to what it said in its response to the Section 75 claim. As Mr K was able to refer his complaint within the time limits required, I don't think this error impacted his ability to use this service. I can see Novuna acknowledged it didn't do what it was supposed to and apologised. I think this was reasonable, so, I won't be directing Novuna to do anything more in regard to this.

My final decision

My final decision is that I think Novuna acted fairly in deciding Mr K's Section 75 claim and I think its apology fairly resolves any delay in providing Mr K a final response letter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 23 October 2025.

Amina Rashid
Ombudsman