

The complaint

Mr H has complained that Mitsubishi HC Capital UK PLC trading as Novuna Personal Finance (“NPF”) declined his claim against it under Section 75 of the Consumer Credit Act 1974.

What happened

Mr H entered into a fixed sum loan agreement with NPF to fund the installation of a conservatory from a supplier that I’ll call “C”. The cash price was £19,882; after paying a deposit of £5,000, the total amount of credit was £14,882. The loan was activated in July 2021, the term of the loan was 132 months, with a 12-month deferral period. Mr H was expected to pay back the loan with monthly payments of £229.99 starting in July 2022, but my understanding is that he repaid the loan during the deferral period.

In July 2023, Mr H says he contacted C notifying it about problems he was experiencing with the drainage. C emailed him to confirm it would inspect the property on 5 July 2023, with any remedial works to be completed on 21 July 2023. Mr H says C never attended his property on either one of those dates and has since ceased trading. Mr H subsequently contacted NPF to make a claim under section 75 of the Consumer Credit Act 1974 (“s.75”).

NPF says Mr H contacted it in March 2025 seeking to make a claim for water ingress due to the guttering failing. It asked Mr H for copies of the contract and any warranty/guarantee documents but when Mr H was unable to provide this, it closed the claim.

Mr H remained unhappy so referred the complaint to our service. He felt he provided everything he had, and C never provided him with any copies of warranty or guarantee terms – but simply a cover sheet noting that it provided him with a 20-year warranty.

Our investigator looked into things and didn’t think NPF needed to offer a remedy. She explained that Mr H hadn’t provided copies of the contractual document setting out exactly what works C had carried out or copies of the warranty terms and conditions. She also hadn’t seen an experts report setting out the cause of the damage and the remedial works required. In the absence of this evidence, our investigator didn’t think NPF’s decision to decline the claim was unfair.

Mr H didn’t agree. He explained that irrespective of any warranty or guarantee terms, he’d paid for a conservatory, which included a roof with drainage and that had failed. It ought to have been watertight, and it wasn’t. He added that NPF hadn’t requested an experts report. He also explained that C had agreed to put matters right and hadn’t asked for any of these documents, so it had agreed that these works ought to have been covered. He didn’t feel he had been treated fairly by NPF. He also explained he could not provide documents that C had never provided him with.

Our investigator reiterated he would expect to see an experts report detailing the cause of the failing and the contractual terms to see what C had actually offered to do under the contract and without any of this evidence he didn’t think NPF was incorrect not to uphold the complaint. But as things weren’t resolved the 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.

Firstly, I'd like to reassure Mr H, that I have considered all his concerns carefully, but I will only be dealing with the most salient parts of his complaint in this decision as I'm required to decide matters quickly and with minimum formality.

I would add that I'm sorry to hear that Mr H is unhappy with the conservatory. But it may be helpful to explain that I need to consider whether NPF – as a provider of financial services – has acted fairly and reasonably in the way it handled Mr H's claim. And it's important to note NPF isn't the supplier. S.75 is a statutory protection that enables Mr H to make a 'like claim' against NPF for breach of contract or misrepresentation by a supplier paid using a fixed sum loan for the provision of goods or services.

There are certain conditions that need to be met for s.75 to apply. From what I've seen, those conditions have been met and NPF also appears to agree that s.75 applies.

I've considered if there is persuasive evidence of a breach of contract or misrepresentation by C that means NPF should have offered a remedy when handling Mr H's claim. But I want to explain from the outset that I can only consider Mr H's complaint on that narrow basis – that is, whether it was fair and reasonable for NPF to respond to his claim in the way that it did.

In order for me to uphold Mr H's s.75 claim, I'd have to be satisfied that C breached a term of the contract – either an express term or an implied term – and that caused him to suffer loss.

Breach of contract – express terms

In order for me to uphold Mr H's s.75 claim for breach of contract, I'd have to be satisfied that C breached a term of the contract – and that caused Mr H to suffer loss. In order to uphold Mr H's claim for breach of an express term, I'd need to see a copy of the contractual terms C was bound by to see if any such terms have been breached. The contractual documents will set out the nature of the works C carried out, any guarantees and warranties offered under the contract, including any limitations or exclusions. Without this, as explained by our investigator, I cannot safely conclude the contract has been breached which would enable me to uphold Mr H's claim and order NPF to provide a remedy.

I can see that in C's terms of service that NPF has been able to locate, NPF has noted limitations set out by C notably that hardware is only guaranteed for two years. But this also says any plumbing work carried out by C was only guaranteed for a year – and Mr H made his claim just under two years post installation. Additionally, it excludes liability for issues such as poor maintenance, storm damage, misuse etc. So based on the available evidence, I don't think it was unfair for NPF to decline this claim on the basis that there isn't sufficient evidence to show a breach of contract has occurred.

Breach of contract- implied terms

The Consumer Rights Act 2015 (CRA) is also relevant to this complaint. The CRA implies terms into the contract that the goods must be of satisfactory quality, aspects of which include goods being durable and free from minor defects. The CRA also says that any services carried out must be carried out exercising reasonable care and skill. The CRA sets

out what remedies are available to consumers if statutory rights under a goods or services contract are not met.

So, I've gone on to consider whether there has been a breach of an implied term in the contract. I understand Mr H said that the conservatory was supplied and installed by C, and this includes a roof with drainage – which has failed. I've seen the pictures he has submitted as well as his description and opinion of what he believes has gone wrong and what's required to fix the damage.

But whilst I can see something has gone wrong, and there has been damage, as explained by our investigator, nothing explains the cause of the damage. Normally I would expect to see a report from an expert detailing the damage, what caused the damage and what's required to remedy the issue. Buildings sometimes suffer issues with drainage but not everything would be the responsibility of C. For example, if the damage was caused by a blocked drain due to a build-up of debris, or adverse extreme weather conditions – this does not mean that the goods supplied weren't of satisfactory quality, or that any installations weren't installed exercising reasonable care and skill. Mr H would only be able to claim under s.75 – if he could prove with evidence that C has breached an implied term that NPF is now liable to remedy.

I would also stress that without the contract, it will be difficult for Mr H to show exactly what C had agreed to offer in terms of goods and services, and that it had failed to deliver what was due under the contract. Sometimes with these sorts of installations, some parts of the installation are outsourced to other companies (for example for electrical work, or plumbing) and separate contracts governed such jobs. But even if I were to assume that the full installation including drainage was something C was obligated to provide under the contract based on Mr H's testimony, there's still insufficient evidence that the drainage issues he suffered were caused by C failing to install the drainage system correctly.

I understand NPF didn't request this during its investigation but in order for me to uphold this complaint, and order NPF to offer a remedy, I would need to be satisfied that the damage Mr H's conservatory is now suffering from was as a result of C failing to exercise reasonable care and skill during the installation it was responsible for installing under the contract and/or the goods supplied weren't of satisfactory quality. And I don't think it's unfair to conclude that the evidence submitted is insufficient to demonstrate this.

I appreciate Mr H is unable to provide copies of documents he doesn't have and says C never gave him. While I sympathise with Mr H's position, as he is making the claim sometime after the conservatory was installed, the onus is on him to prove that there has been a breach of contract for which NPF is liable to offer a remedy. And I think there is a distinct lack of evidence here. I appreciate that Mr H says he has done all he can in terms of providing the paperwork that he has, but it's not unreasonable for NPF, as the finance provider, to require details and evidence that there has been a breach of contract, before seeking to cover the costs of remedying any such breach.

I've also thought about Mr H's comments that C agreed to carry out the remedial works, but in the email chain sent in, C only agreed to inspect the damage with a further appointment booked in if any remedial works were required. C may very well have refused to complete any remedial works, if, following the inspection, it didn't feel the damage was caused by something it was responsible to remedy. So, this isn't sufficient evidence that the claim was something C was obligated to remedy.

As explained, I can only assess this complaint, on a narrow basis – whether there is a breach of contract that C made that NPF would now be responsible for. Overall, I don't think there's sufficient evidence that there's been a breach of contract (either express or implied).

So, I don't think NPF acted unfairly for declining this claim. While I am sorry to hear Mr H is unhappy, with s.75 in mind, currently I don't find there are grounds to direct NPF to cover the cost of remedying the damage. I should, however, point out Mr H doesn't have to accept this decision. He's also free to pursue the complaint by more formal means such as through the courts.

My final decision

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 4 December 2025.

Asma Begum
Ombudsman