

The complaint

Mr T complains about the way in which Mitsubishi HC Capital UK PLC trading as Novuna Personal Finance ('Novuna') managed his account.

What happened

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimal formality.

In April 2019 Mr T took out a fixed sum loan agreement with Novuna. Mr T continued to make his contractual payments under the agreement until around December 2020. Since then, there has been a number of instances whereby Novuna could've handled things better which has led to Mr T making a number of complaints.

Mr T referred his concerns to our Service; our Investigator considered the four complaints and found two we're not ones we could consider as Mr T referred them to our Service too late. Mr T agreed and so our Investigator continued to review Mr T's outstanding complaint points.

In short, Mr T's complaint wasn't upheld, whilst our Investigator acknowledged there were times where Novuna could've don't things better, he was satisfied the steps it had taken to put things right were enough and so he didn't recommend it needed to do anything further.

Mr T remained unhappy and as an agreement couldn't be reached, 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.

Having done so, I've reached the same overall conclusions as the Investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it affected what I think is the right outcome.

I understand this will come as a disappointment to Mr T but the overarching reasons for doing so are because I'm satisfied what Novuna said in its complaint responses about what it had done wrong and the compensation it had offered was fair and reasonable - I'll now explain why I think this is a fair outcome in the circumstances.

I'm very aware that I've summarised the events in this complaint in far less detail than the parties and I've done so using my own words. No discourtesy is intended by me in taking this approach. Our rules allow me to do this. This simply, as alluded to earlier, reflects the informal nature of our service as a free alternative to the courts.

I should add too, that if there's something I've not mentioned, it isn't because I've ignored it. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome. I do however stress again that I've considered everything Mr T

and Novuna has said before reaching my decision.

Firstly, I would like to make clear what I've considered here, Mr T has made several complaints some of which this Service has explained why we cannot consider them. So, I will only be looking at the complaint issues raised and addressed by Novuna in its final response letters from March 2024 and August 2024.

I've reviewed the information and evidence submitted by both parties regarding the reporting of missed payments to credit reference agencies (CRAs). From the documentation provided, I can see that Novuna acknowledged an error in how the account was reported in late 2023. It confirmed that it corrected the report to show the account as being under an arrangement to pay and it provided evidence of the updated reporting to a CRA to demonstrate that the amendment had been made accurately.

In considering the circumstances I am mindful that interactions with financial service providers cannot always be entirely free from inconvenience and compensation is not usually awarded for issues that fall within frustrations of everyday life. Although Novuna made an error this does not automatically mean that compensation is warranted. Having thought about the steps Novuna carried out I think it responded promptly to correct the matter and took appropriate steps to minimise any negative impact on Mr T.

Turning to the issue of a call between Mr T and one of Novuna's advisors. I understand Mr T was unhappy with how this call was handled and has explained Novuna appeared to have referred to the wrong phone call and wrong date when responding to Mr T's complaint. Mr T has said the call in fact relates to a conversation whereby an advisor spoke to him in an unacceptable manner and provided incorrect balance information. Although a copy of the call recording has not been made available, I don't think it's necessary as I have no reason to doubt what Mr T has told us.

I fully appreciate how frustrating this must have been, Novuna offered £40.00 compensation in recognition of the failing, and I consider the level of compensation both fair and reasonable under the circumstances.

I've also thought about the more recent complaint in August 2024 about Novuna providing Mr T with the incorrect balance information. Once Mr T made it aware of the error it responded promptly by providing the correct balance details and offered £15 in compensation. Again, I consider this both fair and reasonable compensation for the error made, and I wouldn't recommend an increased amount of compensation.

Finally, I've thought about Mr T's concerns about how and in which format he received information following his data subject access request (DSAR). If he's unhappy about any aspects relating to the DSAR then the body for that is the Information Commissioner's Office (www.ico.org.uk).

I know Mr T will be disappointed with my decision and I also empathise the toll these matters have had on him but for reasons I've explained above I think Novuna has done enough to put things right, so I won't be recommending it do anything further.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 15 December 2025.

Rajvinder Pnaiser
Ombudsman