

## **The complaint**

Mr R, who is represented by Mrs R, complains that V12 Retail Finance Limited refused his request to reject a faulty item of furniture. Mr R is the eligible complainant and I will refer to him throughout this decision, but I recognise that the complaint has been pursued by Mrs R.

## **What happened**

On 19 June 2024 Mr R purchased furniture at a cost of £2,529 funded in part by a loan from V12. It was delivered on 11 October 2024. On 6 December 2024 Mr R complained to the merchant about several issues with the furniture and it sent an inspector to view the items. This took place in early January 2025 and the inspector concluded there were several manufacturing defects and said these could be repaired. Mr R didn't consider this to be an acceptable solution and he contacted V12 on 6 January.

It spoke to the merchant and identified that it had offered a solution which it considered was fair. It rejected Mr R's complaint. Mr R then brought a complaint to this service. He said that he hadn't ordered a recliner and so the wrong furniture had been delivered. The merchant had delayed sending a contract and the furniture wasn't safe so a repair was not the right option.

The complaint was considered by one of our investigators who didn't recommend it be upheld. She spoke to Mrs R who confirmed the sofa was not a recliner, but it used metal bars which were compatible with a reclining sofa. Mrs R said they had not been told what materials would be used. Our investigator didn't consider that was an issue which she could uphold. She also explained that under consumer legislation Mr R had the right to reject faulty goods if he had done so within 30 days of delivery. After that period had elapsed the merchant had the right to make a repair or if that was not possible to supply a replacement.

Mr R didn't agree and raised a number of concerns about the actions of the merchant and our investigator explained that this service can only address the complaint against V12. He said he had been denied a 30 day right to reject due to delay in the merchant issuing the contract. He reiterated his concerns about the safety of the furniture and mentioned further defects and said it was not fit for purpose and so he wished to reject it. He believed he had the right to reject and said the merchant had failed to engage. He also referred to his and his wife's health issues and said that the merchant and V12 had a duty of care. Finally, he mentioned contradictory positions taken by the merchant and V12.

Our investigator addressed these points, but Mr R has requested a final decision by an ombudsman.

## **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 the evidence is incomplete, inconclusive or contradictory as some of it is here – I've reached my outcome on the balance of probabilities – that is, what I consider likely to have happened given the available evidence and the wider circumstances.

I want to acknowledge that I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I also want to assure Mr R that I've reviewed everything on file. If I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. It is not disputed by the merchant or V12 that the sofa was not of a satisfactory quality. The law sets how such matter can be addressed.

The consumer generally has 30 days to reject goods that are of unsatisfactory quality, not fit for purpose, not as described or not matching the sample (goods that don't conform to the contract).

The 30 days runs from the day after the latest date from the following:

- the consumer obtains ownership/possession of the goods
- the goods have been delivered

Mr R did not reject the sofa within 30 days and so the law goes on to say that he has the right to require the merchant to repair the sofa. The merchant must pay for the necessary costs to do this and carry it out in a reasonable time and without significant inconvenience to the consumer.

The law also says that if goods do not conform to the contract after one attempt at repair or replacement then the customer will be entitled to other remedies. The legislation doesn't give the business one chance to repair different faults occurring at different times, simply one chance to repair. Where a number of faults are repaired in one go – this counts as a single repair. If further faults develop after the attempted repair, it still needs to be established that the secondary faults were present at the point of sale, remember this includes items that were not sufficiently durable.

So the way to deal with the faults is for the merchant to be allowed to effect a repair and if this is not satisfactory then it may be appropriate for a replacement sofa to be supplied.

The delay in issuing Mr R with a copy of the agreement has not affected his rights under consumer law since the 30 day period starts with the date of delivery and not the date the agreement was signed.

V12 has acted appropriately in its handling of Mr R's claim and I cannot say that it has done anything materially wrong. Our investigator has explained that it dealt with the matter in a timely way and I do not need to rehearse that issue here save to say I fully agree with her conclusions.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 12 March 2026.

Ivor Graham  
**Ombudsman**