

The complaint

Mr S complains that Mitsubishi HC Capital UK PLC trading as Novuna Personal Finance (Novuna) rejected his claim under section 75 Consumer Credit Act 1974 (s.75) in respect of faulty furniture.

What happened

In August 2023 Mr S ordered two sofas which were delivered on 8 March 2024. They cost £7,500 and were funded in part by a fixed loan agreement from Novuna. The two seat sofa was half reclining and the other half was fixed. On delivery he noticed a height difference between the two halves. He contacted the merchant which sent an inspector who concluded there was no manufacturing fault. Mr S said he believed the sofa wasn't of a satisfactory quality.

He made a s.75 claim to Novuna, but this was rejected. He obtained an independent report which stated: *"I am extremely concerned that the retailer failed to address the customers complaint regarding the alignment of the static unit and power recliner unit fitted to the 3str sofa. The units clearly have not been manufactured to fit uniformly together as a sofa."* He also noted that there was a height difference which prevented the sofa halves from aligning.

Novuna continued to reject his claim and his complaint so Mr S brought the matter to this service. It was considered by one of our investigators who didn't recommend it be upheld. She said there was not sufficient evidence that there was a manufacturing fault at the point of sale. She also noted Mr S had signed a care sheet which noted that gaps and heights will vary with modular and motion furniture.

Mr S didn't agree. He didn't consider the sofa was of satisfactory quality given the price paid. The manufacturer had advertised the sofa as having extraordinary visual comfort and it was handmade by experts. He believed the care sheet lacked transparency and was an unfair contract term within the Consumer Rights Act 2015. He pointed out the report he had commissioned recorded the height difference as being unsatisfactory and was due the manufacture of the sofa. This was reinforced by a more recent email from the inspector. He also noted that he had not seen the manufacturer's report. Our investigator provided him with a copy.

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've read all that's been provided and I have a good understanding of Mr S' points and so I don't need to speak with him for a fair resolution of this complaint and it's rare that this is necessary.

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 S 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.

I appreciate the strength of feeling Mr S has shown in pursuit of his complaint, but I do not consider I can uphold it. I will explain why.

This complaint has been submitted as a claim under s. 75. This legislation offers protection to customers who use certain types of credit to make purchases of goods or services. Under s. 75 the consumer has an equal right to claim against the provider of the credit or the retailer providing the goods or services, if there has been a misrepresentation or breach of contract on the supplier's part. For s. 75 to apply, the law effectively says that there has to be a

: • Debtor-creditor-supplier agreement and

- A clear breach of contract or misrepresentation by the supplier.

Our role isn't to say if there has been a breach of contract or a misrepresentation for a valid claim under s. 75 but to consider if Novuna has have come to a fair outcome based on the evidence they were provided. I am satisfied the required agreement is in place and so I must consider if Novuna reached a fair conclusion.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. Goods are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable.

It is accepted by all that there is a height difference between the two halves of the sofa. This leads to two questions. Is this a manufacturing fault or secondly does it mean that the sofa is of an unsatisfactory quality. The manufacturer says this is how the sofa is made and given it has one static side and one moving side, there will be a difference. It argues this is the outcome of the manufacturing process and it is not a fault. The first inspection report states: "*The backs won't line up 100% as one is a recliner and the higher one is a static non-reclining section. I've advised that this is the way it's made and it's not a fault,...*"

The second report confirms that "*the units have not been manufactured to fit uniformly together.*" While it states that Mr S has a valid complaint it does not say this is a manufacturing fault. That implies that there is not a manufacturing fault, but that the sofa is not of satisfactory quality in the view of that inspector. So we have two independent reports which reach different conclusions. However, I do not consider either identifies a manufacturing fault. The remaining issue is whether the sofa is of satisfactory quality.

This brings us to the care sheet which Mr S signed. This states that: "*Gaps and heights will vary with modular and motion furniture.*" I believe this is transparent and clear and certainly sufficient to make Mr S aware at the time of purchase that there could be height variations. I do not know what was said when he bought the sofas, but it was open to him to be satisfied that the gaps and height differences would be acceptable to him. As such, I cannot say that he was misled about what he was purchasing. I consider Mr S was sold a sofa which could have gaps and height differences due to its inherent design.

As such, I cannot safely conclude that Novuna was wrong to reach the conclusion it did based on what it had seen and so I cannot uphold this complaint. While I acknowledged that Mr S is disappointed with the sofa I do not consider he has established that it was either faulty at the point of sale or that it was of an unacceptable quality.

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 S to accept or reject my decision before 12 March 2026.

Ivor Graham
Ombudsman