

The complaint

Ms S complains about Grattan Plc trading as Kaleidoscope (“Kaleidoscope”) for not crediting some returned items to her account and for letting interest accrue on those items. She wants all disputed items removed from her account.

What happened

Ms S held a Kaleidoscope account and regularly made purchases. She returned some ordered items, usually by courier collection.

Ms S was unhappy with how some returned items appeared on her account in autumn 2020. She contacted Kaleidoscope and was unhappy with the responses she had received.

She contacted us.

Our investigator raised Ms S’s disputed items with Kaleidoscope. These items were:

- Two sand coloured sweatshirts, in different sizes and sold at different prices;
- A white t-shirt;
- a yellow sequined top; and
- A pair of trainers.

Kaleidoscope looked into the disputed items and agreed to amend Ms S’s account.

Kaleidoscope agreed to amend the account, so it showed that the more expensive sweatshirt had been returned, and adjustments were made to show the white t-shirt and yellow sequined top had been returned.

Kaleidoscope also agreed to adjust the interest calculations to reflect these changes and to remove a late fee.

Ms S was not happy with this. She says that there are two outstanding items, namely the remaining sweatshirt, which she says she returned in late September 2020, and a pair of trainers which she states she did not receive, but which were added to her account when she ordered them in May 2020.

One of our investigators has looked into this matter and set out his view to the parties. This was that Kaleidoscope had made a reasonable offer of settlement in relation to the disputed items. There was insufficient evidence to show that the second sweatshirt had been returned, and so he thought it fair that it remain charged on the account, and Ms S had raised the non-arrival of the trainers too long after the order date, so evidence was not available to demonstrate whether they had been delivered.

Ms S did not accept that view and asked for an ombudsman 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.

I appreciate why Ms S has found this matter confusing and frustrating. There have been a number of transactions on the account and there is a time lag between items being ordered or returned, and then items appearing on Ms S's account, or being removed from it.

I have read and agree with the factual assessment of the transactions by my colleague. Ms S has provided a returns receipt from the time when she says she returned the disputed sweatshirt, but this does not show what item it related to.

Kaleidoscope does not accept that the sweatshirt was returned but it amended the account so that the less expensive one of the two was the one left on the account. The receipt provided by Ms S shows that an item was sent back in September 2020, but it does not show that this was not one of the other items which she returned around that time.

Consequently, I am unable to conclude that the disputed sweatshirt was returned to Kaleidoscope and that it ought to be removed from the account.

In respect of the trainers, I have seen the terms and conditions of the account and these make clear that consumers must raise a dispute about undelivered items within 3 months of expected delivery.

In this case, Ms S raised a concern about these trainers around April 2021, after the order being placed in May 2020. This is well outside of the terms and Kaleidoscope does not have the mechanism to investigate the item after that length of time. As a result, I agree that it is fair that Kaleidoscope does not remove these from the account.

Overall, however, I accept that there were delays in items being re-credited and that this caused increased charges to the account. I think that Kaleidoscope has acted fairly in its offer to adjust the account as set out and to remove the other disputed charges.

I therefore uphold Ms S's complaint but think that Kaleidoscope has made a reasonable offer of resolution. I do not ask it to do anything further.

My final decision

For the reasons given above, I uphold Ms S's complaint, but think that Grattan Plc trading as Kaleidoscope has made a reasonable offer of resolution.

I do not ask Grattan Plc trading as Kaleidoscope to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 29 April 2022.

Laura Garvin-Smith
Ombudsman