

## **The complaint**

Miss H complains that Studio Retail Limited is charging her for a TV that has been collected from her.

## **What happened**

Miss H used her credit account with Studio Retail to order a TV in February 2021. She tried to cancel the order but the TV was delivered to her. She says that she arranged with Studio Retail for the TV to be collected but it wasn't collected so the collection was rearranged. She says that the TV was collected from her but she's still being charged for it.

She complained to Studio Retail but it said the collection agent attempted to contact Miss H but was unsuccessful so no collection was made and another collection was booked in June 2021 but, when the collection agent attended to collect the TV, Miss H wasn't at home and no collection took place. It said that it had been unable to identify any failings with the provision of its services due to having no evidence that the TV was returned. Miss H wasn't satisfied with its response so complained to this service.

Our investigator recommended that her complaint should be upheld. He said that Studio Retail's system notes show that the TV was collected in April 2021. He recommended that it should give a full refund of the TV and a refund of interest and charges on the TV since the date of purchase.

Studio Retail has asked for this complaint to be considered by an ombudsman. It says that there's no supporting evidence to show that the TV was collected and the evidence that it has supplied contradicts that it was collected. It says that its system notes do appear to corroborate Miss H's testimony but those notes are incorrect as the collection agent requires a signature when an item is collected but it couldn't contact Miss H to perform the collection. It also says that its terms and conditions say that a receipt should be obtained to prevent situations such as this and that Miss H should have received several e-mails from the collection agent regarding the collection.

## **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 agree with our investigator that this complaint should be upheld for these reasons:

- Miss H had ordered a TV from Studio Retail but she says that she cancelled the order the same day and that Studio Retail said that it wouldn't be sent to her – but the TV was then delivered to her;
- she contacted Studio Retail and it arranged for the TV to be collected from her but the collection didn't take place;
- she says that she contacted Studio Retail again and the TV was collected from her which I understand to have been in about April 2021;

- the charge for the TV wasn't removed from Miss H's account so she contacted Studio Retail again and it agreed to refund the charges and interest for the TV;
- Miss H completed a declaration about the returned TV but Studio Retail then arranged another collection of the TV in June 2021 – the collection agent provided a photo showing that it had attended to collect the TV but there had been no answer so the TV wasn't collected – but that was two months after Miss H says that the TV had been collected from her;
- Studio Retail then said that the TV hadn't been collected from Miss H so the charge for it remained on her account;
- Miss H has been unable to provide any documentary evidence to show that the TV was collected from her – but she has provided an e-mail from Studio Retail from March 2021 in which it says that it has “... *arranged a collection for your item and this will be collected within 14 working days* ...” which is consistent with what she says about the TV being collected from her in about April 2020;
- Studio Retail has provided evidence from the failed collections in February and June 2021 and says that the evidence that it has supplied contradicts that the TV was collected from Miss H – but it hasn't provided any evidence of the collection that it arranged in March 2021;
- in complaints such as this one, where the evidence is incomplete, inconclusive or contradictory, I have to make my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances;
- I consider it to be clear that Miss H didn't want the TV, she cancelled the order before the TV was delivered, she then twice contacted Studio Retail to arrange for it to be collected from her and she completed a declaration that the TV had been returned; and
- I consider it to be more likely than not that the TV was collected from Miss H so I consider that it would be fair and reasonable in these circumstances for Studio Retail to take the actions described below.

### **Putting things right**

I find that it would be fair and reasonable for Studio Retail to rework Miss H's credit account as if the TV hadn't been ordered in February 2021 and to take the other actions described below.

### **My final decision**

My decision is that I uphold Miss H's complaint and I order Studio Retail Limited to:

1. Rework Miss H's credit account as if the order for the TV hadn't been made and, if that puts the account into credit, to pay interest at an annual rate of 8% simple on the credit balance for the periods that the account was in credit - it should also refund the credit balance to Miss H.
2. If Miss H has made any payments to it for the TV, but doesn't have a credit balance, to pay interest on the amount that she's repaid at an annual rate of 8% simple from the date of payment until the date of settlement.

HM Revenue & Customs requires Studio Retail to deduct tax from any of those interest payments. Studio Retail must give Miss H a certificate showing how much tax it's deducted if she asks it for one.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 25 August 2022.

Jarrold Hastings  
**Ombudsman**