

The complaint

Mr B complains the Currys Group Limited trading as Team Knowhow (Currys) mis-sold a finance agreement.

What happened

The background of this complaint is well known to both parties and has been detailed by our investigator previously. So, I'll summarise the key points I've focused on within my decision.

Mr B is represented by his mother.

- In August 2019, Mr B bought a fridge freezer at a store and entered into a finance agreement. This is a flexible credit agreement that is an interest-bearing finance arrangement. Mr B agreed to pay £2916.72 in total over three years, at £81.02 per month.
- Ms B says her son understood the agreement to be for only two years and was on an interest-free basis. So, they felt the agreement was incorrect and complained to Currys. Mr B said he didn't receive any paperwork other than the till receipt at the point of sale.
- Ms B has told us Mr B has high functioning Autism which affects the way he can understand and retain information. As a result, he would have signed the agreement without knowing the financial implications.
- Currys has obtained a copy of the agreement and confirmed the signed credit agreement was for a 36-month term. It said it was unable to obtain testimony from the store about the sale due to the passage of time.
- Our investigator didn't uphold the complaint as he didn't think Currys had made an error.
- Ms B on behalf of her son requested that an ombudsman review the complaint. She reiterated that her son wasn't given a copy of the finance agreement at the point of sale and in the final response letter the store in question stated, *'the agreement should've been interest free'*.

So, the complaint has been passed to me, an ombudsman, to make a final 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.

From what I've seen it's not in dispute Mr B bought a fridge freezer on credit. However, it seems that Mr B was under the impression that the agreement he was taking out was for two years interest free.

Ms B has explained that her son has vulnerabilities and he wasn't given a copy of the agreement at point of sale, She has told our service this meant he wouldn't have understood

or retained the details of the finance agreement, including the term, the full cost including any interest. She also says he didn't receive any of his contract information or statements. She says his disabilities would have been immediately obvious to staff, who should have offered him more support.

Currys has said if Mr B had disclosed any vulnerability, with Mr B's permission it would've recorded this information on its system. If the salesperson felt the customer was vulnerable but it wasn't disclosed, they would've explicitly explained everything and even offered for the customer to go home to discuss with others for clarity. Alternatively, it says if the customer informed the sales person to proceed but the sales person still had doubts regarding understanding or vulnerability there was a system in place for a call to be made by the finance company before giving a decision on the finance application.

Based on the available evidence, it seems most likely to me that Mr B didn't disclose a vulnerability as this wasn't recorded on Currys' system. Currys have been unable to speak to the salesperson to get testimony at the point of sale as they have since left their employment. However, I'm not persuaded that there is enough evidence to say with certainty Mr B disclosed his vulnerabilities, or that the salesperson had cause for concern of Mr B's understanding of the agreement. I can see Mr B provided his personal details and email address and this information was presented to him, alongside the details of the plan that outlined the cash price, number of payments, monthly amount, interest rate and the plan end date. Currys said it would've provided this with his till receipt.

I appreciate Ms B has said it would've been obvious her son had vulnerabilities without being told. However, the Equality Act 2010 is designed to prevent discrimination against people with a 'protected characteristic'. And therefore, under the Act, Currys shouldn't treat Mr B less favourably because he has a disability. It can't assume someone doesn't have the capacity to enter into a financial agreement. So, although I can empathise with Ms B's depth of feeling about this, I note Mr B didn't have a Power of Attorney in place and therefore I'm satisfied he was responsible for making his financial decisions and could've discussed it with family if he needed to. I'm also satisfied that it is more likely than not that the agreement was provided at the point of sale with the receipt and as Mr B provided an email address, he would have had access to this online as well.

If Mr B hasn't been receiving correspondence by way of statements etc, then in the first instance he will need to make a complaint with the finance company as under this complaint I'm only able to look at the actions at the point of sale.

Ms B has said that on delivery of the item they had to arrange to have plumbing work done and some units removed to fit the fridge. If Mr B or the family had concerns about the purchase, they had the opportunity to question things or even return the goods and exit the agreement within the cooling off period if this is what Mr B had wanted.

I have looked at the offers that were available in store at the time of purchase. And the information I've seen shows that a two-year interest free option wasn't available at that time. I appreciate Ms B has said that this is in contradiction with what it said in the FRL. I don't think the FRL has been particularly well worded and when it says *'They also felt the agreement should have been interest free, ...'* this is referring to when they spoke to Ms B – whom they referred to as the third party. I appreciate Ms B has said that the offer is available now but that is the nature of retail that offers and sales will sometimes be available on products but it doesn't mean retrospectively that this should be applied to the purchase Mr B made.

In summary I'm not upholding the complaint as I can't see that Curry's made an error and there wasn't any option for an interest free period. I therefore won't be asking it to do anything further and I appreciate this will come as a disappointment.

Finally, if Mr B is experiencing some financial difficulties because of the monthly payment continuing for longer than he expected, then the finance business is obliged to provide some support and I'd recommend that he contacts it to discuss what type of help is available.

My final decision

For the reasons given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 26 July 2022.

Angela Casey
Ombudsman