

## **The complaint**

Mr M complains about a television he bought with credit provided by Shop Direct Finance Company Limited.

## **What happened**

In May 2022 Mr M bought a television, under a buy now pay later agreement with Shop Direct. He needed to repay what he had borrowed by 14 June 2023 in order to avoid interest; otherwise he would owe more than £1,500 in interest.

In February 2023, Mr M told Shop Direct that the tv has not worked properly since he bought it. The problem was that it did not work properly when his games console was plugged into it. Shop Direct sent engineers in that month to repair it under warranty, and again in June 2023. In July Mr M brought this complaint to our service. He said the tv was still not working, and he asked for the interest to be cancelled.

Our investigator did not uphold this complaint. He didn't believe that the tv had never worked while Mr M had had it, because he had waited eight or nine months to report a problem. He said that there was nothing in the terms of the agreement to say that Mr M would not be liable to pay interest if there was a fault; rather, the agreement said that if the tv was faulty then Mr M should report that to Shop Direct and they would arrange a remedy. The investigator said that Shop Direct had done that, as since bringing this complaint Mr M had confirmed that the tv was now working.

Mr M did not accept that decision, and he said that the tv was no longer working, and that an engineer had confirmed that this was the case. But the investigator said that the engineer had actually said that the remaining problem lay with Mr M's games console, not with the tv, so he did not change his decision. Mr M asked for an ombudsman to review his case.

## **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.

Shop Direct is only responsible for a fault which was present with the tv on the day it was delivered to Mr M. It is not responsible for new faults which arise after that, unless it can be shown that they were actually present all along. Legally, a fault which is discovered within six months will be presumed to have been present all along, unless Shop Direct can prove that it was not, but after that time, Mr M must prove that the tv was faulty when he got it, or else Shop Direct will not be responsible. As I've said, the problem was first reported in February 2023, nearly nine months later.

The engineer's report in February 2023 says that the reported faults were that the screen was flickering while Mr M was using his games console, and the HDMI ports only worked intermittently. The engineer replaced the main PCB board.

In June 2023 an engineer found another HDMI problem. He replaced the PCB board again.

However, neither of those reports proves that these problems were present all along. And in September, a third engineer found that there was no fault with the tv, and that Mr M's problems were caused by his games console.

Mr M insists that his games console works perfectly well on his other tv. And he says that the manufacturer of the tv told him that the problem was with their software, which means that the problem must have been present all along. But I've seen his screenshot of the manufacturer's message, and I don't think it really says that; it just says:

"I would like to inform you that we have already coordinated your issue with our dedicated software team. We greatly appreciate the troubleshooting steps you have taken so far, but the problem still persists."

That doesn't actually say that the problem was present all along, or was introduced by an upgrade (for example). Nor does it say that the item under discussion was the tv; also it is undated.

On the balance of probabilities, I am not persuaded that the tv was not of satisfactory quality at the point of sale.

### **My final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 11 June 2024.

Richard Wood  
**Ombudsman**