

## **The complaint**

Mr B complains that Next Retail Limited blocked his account without notice or explanation, and about related issues.

## **What happened**

Mr B had a catalogue shopping account with Next. His account balance was increased unexpectedly, so he complained to Next about this (in October 2023). Next told him that he had bought some sunglasses online, and then returned some different sunglasses. When it was discovered that the sunglasses he had returned were not the ones he'd bought, Next had restored this purchase to his account (it had been removed when he had arranged to return it). Next had also charged him a £35 administration fee, which it said was in line with its terms and conditions pertaining to returning substitute items.

At the same time, Next sent Mr B a letter telling him it had blocked his account. This meant that he could no longer use it to make purchases, but the account would remain open until he paid off the balance.

Being dissatisfied with that response, Mr B brought this complaint to our service. Next told our investigator that this was the third time that Mr B had tried to return a substitute item.

Our investigator did not uphold Mr B's complaint. She said that Next had acted in line with its terms and conditions. Mr B 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.

Having done so, I do not uphold it, for the same reason as my colleague.

I have read the terms and conditions for the account. Paragraph 35 says:

“We can suspend, restrict or terminate your right to draw credit at any time for any objectively justified reason...”

I am satisfied that Next had a justified reason for suspending Mr B's account.

Paragraph 28 says:

“If you return or attempt to return substitute or non-faulty used items, when using our returns facility for any item, an investigation charge of £35 may be added to the balance owing on your Account.”

I am satisfied that the £35 fee was correctly charged, and that Mr B's account balance was increased in line with Next's terms and conditions.

**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 B to accept or reject my decision before 27 August 2024.

Richard Wood  
**Ombudsman**