

The complaint

Mrs W has complained that Tesco Personal Finance PLC hasn't refunded her for a collection fee, when she returned a sofa set she'd bought using her Tesco credit card.

What happened

Mrs W bought a sofa set using her credit card. However, when it arrived, she's explained that the colour didn't match the colour of the set on the supplier's website. Accordingly, she returned it and obtained a partial refund from the supplier. But, it kept £220 as a collection fee. Mrs W complained to Tesco, as she felt this was unfair.

Tesco didn't uphold the complaint. It said that the supplier had confirmed Mrs W received the correct sofa set, and that its terms and conditions allowed for a 20% collection fee.

One of our investigators looked into what had happened. But he didn't agree that the set had been misrepresented. He didn't think the images provided showed the set to be noticeably different to the one on the advert. So, he didn't think Tesco had been unreasonable in turning down Mrs W's claim under section 75 of the Consumer Credit Act 1974.

Our investigator also looked into whether there were other grounds for Mrs W to bring a claim. He considered the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. He noted section 35 (Return of goods in the event of cancellation) which states:

"Where a sales contract is cancelled under regulation 29(1), it is the trader's responsibility to collect the goods if -

(a) the trader has offered to collect them, or

(b) in the case of an off-premises contract, the goods were delivered to the consumer's home when the contract was entered into and could not, by their nature, normally be returned by post."

But it goes on to state:

"The consumer must bear the direct cost of returning goods ..., unless -

(a) the trader has agreed to bear those costs, or

(b) the trader failed to provide the consumer with the information about the consumer bearing those costs..."

He was satisfied that this meant Mrs W was responsible for the cost of returning the sofa set, as the terms and conditions state a fee of 20% is applicable.

Mrs W disagreed, and felt the sofa set had been misrepresented.

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, and for the same reasons he gave.

I've looked carefully at the images of the sofa set. I'm satisfied that the colour is essentially as it appears on the website. I accept there's a very slight difference, but this is typical when looking at a photograph, as opposed to 'in person'. I think this is negligible, and insufficient to amount to a misrepresentation. So, I think it was reasonable for Tesco to decline Mrs W's section 75 claim.

I also looked at the Regulations, but I'm satisfied that they allow for the charge to be made to Mrs W.

So, I'm not requiring Tesco to refund the fee.

My final decision

For the reasons given above, it's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 21 March 2024.

Elspeth Wood
Ombudsman