

The complaint

Miss S complains that Creation Consumer Finance Ltd declined to refund her for a soundbar she returned which went missing.

What happened

Miss S has a regulated running account credit agreement with Creation. In September 2023 she used this to finance her purchase of a new soundbar system from a third party (which I will call “the merchant”; the credit agreement had been brokered by the merchant). When it was delivered she was dissatisfied with it and tried to return it for a refund; it was collected by a courier service. But she was never refunded. When Miss S asked Creation why, the merchant told Creation that it had received an empty box.

Miss S brought this complaint to our service (assisted by Mr D). She provided evidence from her doorbell camera showing the box being collected by the courier, in which the box does not appear to be empty, based on its apparent weight when being carried down her front drive. She also complained about poor customer service (such as not calling her back when promised).

Creation later told us that the merchant had contacted the courier, and the courier had told it that the box’s weight had been recorded as 16.5 kg when it was collected from Miss S. It was supposed to weigh 28.2 kg. Based on that evidence, Creation said the soundbar must have been missing from the box, although all of the other items were inside.

Our investigator upheld this complaint. He said that the parcel could have been opened, the soundbar removed, and the parcel resealed after the courier collected it. He noted that the reported weight discrepancy was 11.7 kg, but the soundbar only weighed 7.7 kg, so that did not add up. He also pointed out that the merchant had originally reported that the box was empty, and so the merchant did not appear to be reliable. He recommended that Creation refund Miss S’s purchase.

Neither party accepted that opinion. Mr D asked for compensation for poor service. And Creation maintained that the soundbar was missing. So this case was referred for an ombudsman’s 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.

Creation has provided the specifications for what Miss S ordered. Her order contained a soundbar weighing 7.7 kg, a subwoofer weighing 11.7 kg, and two rear speakers weighing 3.4 kg each. Those weights add up to 26.2 kg, but the complete box weighs 28.2 kg. I infer that the extra 2 kg consists of the packaging and the other listed items, which are the remote control and batteries, the power cable, the wall mount kit and the rubber foot.

As I've said, the courier reported that the returned box weighed 16.5 kg, which is 11.7 kg less than it was supposed to weigh. That corresponds precisely to the weight of the subwoofer. So this evidence (if I accept it) suggests that the soundbar actually was returned, but the subwoofer was missing.

The question is whether the subwoofer was in the box when it was collected by the courier, or if it was removed subsequently?

It's not really possible to tell from watching the video of the courier van driver whether the package he was carrying weighed 16.5 kg or 28.2 kg, only that it certainly wasn't empty.

The merchant has provided a photograph of the contents of the returned box, which shows the two rear speakers, and a white cardboard box which does not appear to be of the correct dimensions to contain either the subwoofer or the soundbar. Neither the subwoofer nor the soundbar seem to be in this photo, but the stated weight of the box strongly suggests that the soundbar was included. Therefore I think that this photograph and the stated weight of the box contradict each other.

Because of that contradiction, and also the fact that the merchant originally said that the box was empty, I do not think that the merchant's evidence is reliable. So although I cannot rule out the possibility that the box might have been missing one item, I do not think it would be safe to find that it was on such flimsy evidence as this.

On the balance of probabilities, I accept Miss S's testimony that all of the items were returned in the box, and so I uphold this complaint. I will follow my colleague's recommended redress of waiving or refunding the purchase price, but I will also add £50 compensation for her inconvenience.

My final decision

My decision is that I uphold this complaint. I order Creation Consumer Finance Ltd to:

- Refund to Miss S what she has already paid for the product, with nothing further to pay,
- Remove from her credit file any adverse data connected to her purchase, and
- Pay Miss S £50 for her inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 3 September 2024.

Richard Wood
Ombudsman