

The complaint

Mr M complains Shop Direct Financial Services Limited has not met its obligations in regard to a transaction made on credit to purchase an oven.

What happened

In July 2023 Mr M used his running credit account with Shop Direct Financial Services Limited ("SD" for short) to purchase an oven. He says once it had been delivered there were faults with it. So he says he contacted SD to arrange a replacement oven of a different make. Mr M says when the replacement arrived it didn't fit into his kitchen structured space for it, so he says he asked for both ovens to be removed. He says he now has neither oven. SD say that they didn't collect any ovens from Mr M. So it feels Mr M should pay for both ovens. Mr M complained and SD investigated the matter but decided he should still be held liable for the cost of both ovens. So Mr M brought his complaint here.

Our Investigator considered the matter and felt that SD had treated Mr M fairly. But Mr M didn't agree so this decision comes to me to decide.

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.

For Mr M to be successful I have to be satisfied that SD has treated him unfairly in order to make SD not charge him for the ovens. I've asked for further evidence from both parties here, Mr M for his phone records to support his assertion he was ringing around the manufacturers at the point of delivery and SD on the day the second oven was delivered. Mr M has chosen not to supply this to me within the timeframe set out. Mr M has repeatedly said this service can wait for him to supply this evidence he has alluded to. However Mr M has had well over a month to supply this evidence and hasn't done so. He's been informed of the deadline repeatedly to submit this evidence and I've allowed extra time beyond that deadline to account for any postal submission.

Such evidence would clearly be very supportive to Mr M's case and as it is phone records evidence from relatively recently it is straightforward to obtain. So I think it likely that if such evidence existed Mr M would have supplied it quickly. SD confirmed it didn't have any calls with Mr M on the day he says he was calling around the parties when the second oven arrived. I don't think it fair for this decision to be in limbo indefinitely and SD to be denied a final decision any longer. And bearing in mind our repeated requests to Mr M for this information and his not doing so I think it's fair to issue this decision now.

Here there is no dispute that at different times two different ovens were delivered to Mr M. SD has repeatedly stated that two ovens were delivered, even when I made clear to it that this issue is not disputed by any party involved in this dispute. Mr M's contention has always been that SD took the ovens back. It should be noted that SD's consideration of Mr M's argument here wasn't helpful, as its position seems to be based almost solely on the fact that Mr M hadn't booked for either oven to be taken away. But bearing in mind Mr M's

argument is that SD took it away due to agreeing that on the day then it's not surprising Mr M didn't order for the oven to be removed bearing in mind he obviously wouldn't have known it didn't fit until it arrived. This service sees many such complaints about deliveries and returns. However those firms who prioritise good record keeping and good audit trails as to what happens with such deliveries (and returns) are always far better positioned to explain their position on what actually happened.

Importantly here one of the manufacturers that SD used for supply and delivery of the first oven has an important note on its records regarding the first oven. It says in relation to a conversation it had with Mr M which says "*cust (short for customer to my mind) moved the cooker outside and he thought we had taken it I have checked deliveries and no collection was booked so it seems to have been stolen.*" So we have contemporaneous evidence which points to Mr M seeming to have accepted he moved the oven from inside his house to outside. Mr M hasn't demonstrated any documentation or evidence persuasive that he had an agreement for this first oven to be returned to SD or the manufacturer. Bearing in mind that SD and the manufacturers have returns processes and Mr M doesn't dispute taking possession of the oven into his house, and we have this note of him putting the oven outside I'm not persuaded on balance of probabilities that SD has treated him unfairly by holding him responsible for making the payments to pay for this first oven.

As for the second oven it is even less clear what happened. However Mr M hasn't been able to demonstrate he made the calls to these parties he says he did. Call records for both landlines and mobile phones are very easily accessible and these events are not particularly long ago. So had Mr M had such strong evidence to supply I think he'd have supplied it as I've described.

Furthermore had Mr M raised the issue with the delivery people that the oven wouldn't fit I'd have expected there to have been calls not just by Mr M but also between the delivery people and SD or the manufacturers on this problem on that day. I'd also expect that there would have been some record of such an issue with at least one of the three parties involved. But there isn't anything persuasive from that day. It is also of note that the ovens come encased in substantial packaging to avoid damage, I can see this from the delivery pictures. Mr M doesn't describe himself as an expert in ovens or oven installation. So I'm not persuaded a non-expert would know an oven wouldn't fit until after the packaging was removed. And this service SD provided wasn't supply and install it was supply only. So once the oven was delivered I'd normally expect the delivery people to leave. And that would be before Mr M might have realised that there was an issue with the fitting of the oven due to its dimensions being obscured by the packaging. So overall considering Mr M hasn't shown he returned the second oven and, at least, SD has shown on balance it did deliver it, I'm not persuaded SD has treated Mr M unfairly by holding responsible for paying for it.

Mr M also points to when SD told him it confirmed returned goods. SD has since acknowledged this error and explained that a new member of staff had misinterpreted its data and misinformed Mr M on occasions. This has been explained to Mr M and although this is obviously disappointing I don't think SD has to do more on this particular failing. Mr M has latterly accepted he has paid for the ovens but wished for a late marker on his credit file to be removed. SD is obliged to record such matters factually. So if Mr M didn't pay on time then I'd expect SD to record that on his file. So I don't think SD has more to do here.

So in summary although there isn't a wealth of reliable evidence available and having tried to glean further information (which has proved fruitless) it is my decision that Mr M's complaint about paying for these ovens is unsuccessful. I don't think SD has treated him unfairly by holding him responsible for paying for the ovens delivered in these circumstances.

My final decision

I do not uphold this complaint against Shop Direct Financial Services Limited. It doesn't have to do anything else here.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 30 October 2024.

Rod Glyn-Thomas
Ombudsman