

The complaint

Mr A complains about the outstanding amounts owed under two fixed sum loan agreements, taken out with Vodafone Limited.

What happened

In October 2021 and December 2022, Mr A applied for two fixed sum loans with Vodafone, to pay for two mobile telephone devices. The devices in each order were scheduled to be delivered by Vodafone's courier to Mr A's address.

When each package was delivered, Mr A reported to Vodafone that each device was missing from its box. To resolve each instance, Vodafone investigated each delivery and agreed not to hold Mr A responsible for the payments due under the fixed sum loan agreements.

In October 2023, Mr A applied for two further fixed sum loans with Vodafone, to pay for two further mobile telephone devices. On the day of delivery, the courier handed both packages to a member of Mr A's family through a ground floor window, rather than through the front entrance door of Mr A's home.

On the day of delivery Mr A says he opened the packages and realised the devices were missing. So, he called Vodafone, who started an investigation and ordered two replacement devices. However, Vodafone subsequently cancelled the replacement order and told Mr A that they believed the devices weren't missing from the packages. So, they said Mr A was responsible for the payments due under the two fixed sum loan agreements.

Mr A wasn't satisfied with Vodafone's investigation and made a complaint. In their response, Vodafone didn't alter their position and said notes from their courier, show that each device was in each package. Mr A didn't accept Vodafone's response and brought his complaint to us.

One of our investigators looked into Mr A's case and found that Vodafone had treated him fairly. After considering what happened on the day of delivery, Mr A's actions afterwards and the evidence provided by the courier, she wasn't persuaded that the packages were empty. So, she concluded that it was fair for Vodafone to hold Mr A responsible for the loan repayments owed under both agreements.

Mr A didn't agree and said both packages had been tampered with, when he took delivery of the devices. He also said he had been told to dispose of the packaging by Vodafone, when he called to report the matter. Mr A also said his wife tried to alert the courier, but they had already driven off at speed.

The investigator didn't change her conclusions, so Mr A's case has been passed to me to make a final 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.

Firstly, I'd like Mr A to know that I've read and understood the very difficult personal circumstances that he has told us about during his complaint. It must be an extremely worrying time for him and I empathise with the how he says this effects his day to day life.

Furthermore, I'm very aware I've summarised this complaint very briefly, in less detail than has been provided, and largely in my own words. No discourtesy is intended by this. Instead, I've focussed on what I think is at the heart of the matter here. Namely, did Vodafone treat Mr A fairly when they asked him to repay the amounts due under both fixed sum loan agreements?

If there's something I've not mentioned, I haven't ignored it. I've not commented on every individual detail. I've focussed on those that are central to me reaching what I think is the right outcome. This reflects the informal nature of our service as a free alternative to the courts.

This case is about two fixed sum loans Mr A took out with Vodafone, which are regulated financial products. As such, we are able to consider complaints about these types of loans.

The condition the packages

Vodafone have said the devices are kept in sealed packages and sent from their warehouse, once an order is placed by a customer. Vodafone's record of the delivery to Mr A shows that the correct type or model of device was sent to his home address and that the delivery was completed successfully.

Both Mr A and Vodafone have conflicting views about the state of the packages, which Vodafone say contained the devices. On the one hand, Mr A says the underside of each package was open and the security seal was broken. On the other hand, Vodafone say they have evidence to show that the packages and the security seal were intact. So, I have considered what both parties have said and the evidence, to decide if I think the packages had been tampered with and the devices removed, before Mr A took delivery of them.

Within the information sent to us by Vodafone, they have included a photograph from the courier. The photograph is from the day of the delivery of the devices and shows both packages being handed to someone through a ground floor window of Mr A's home. I think the choice to take a delivery through an open ground floor window, instead of the front door was unusual. But, I think it shows the courier and Mr A were both satisfied that the delivery of the packages was completed securely.

I cannot see the underside of the packages in Vodafone's photograph. But, I can see that the majority of the rest of each box appears intact. Additionally, I can see that the security seal, where the box was due to be opened, was in position. The photograph also shows where the recipient has a hand on the underside of one of the packages.

Mr A says he called Vodafone within minutes of taking the delivery, but was told to dispose of the packages that were supposed to contain each device. He also says he would not have taken any images of the packages himself, as it's an unusual thing to do.

Having considered Vodafone's contact records with Mr A, I cannot see where they told him to throw away the packages. I'm aware that Mr A says his first contact with Vodafone was

cut off, so Vodafone's systems may not have recorded what was said.

But, I'm not persuaded this adds weight to Mr A's argument. I say this because Vodafone's records show that they discussed the packaging with Mr A in a call later that day. So, Mr A was aware that retaining the packaging would prove useful with Vodafone's investigation.

I accept it may be unusual for a recipient to take images when a package or parcel is delivered. But, in Mr A's case, this was the third time in around two years where he says a delivery had arrived with missing items with a cash price of around £1,700 each. So, I think it was reasonable for Mr A to have taken images of the packages. Or, at least retained the empty boxes, when he says he found that the bottom of each package was open and the items missing.

Without any documents or photographs from Mr A, I've thought about what else he has said, since he reported his concerns to Vodafone.

Mr A says that at the time of the delivery, he was working from home in one of the upstairs rooms in his house. But, on another occasion, Mr A says he was in his bedroom, receiving medical treatment for a very serious health condition. I can also see that Mr A has said his son took delivery of the packages, which he then opened a short while later that day. However, at a different point during his complaint, Mr A says his wife attempted to return the packages to the courier, very shortly after they were delivered.

In all the circumstances, I think there are inconsistencies in what Mr A has said in his complaint against Vodafone. I also think it was reasonable for Mr A to have treated the order from Vodafone very carefully, in view of the problems he'd encountered previously. And because he was aware images of the packaging would be useful.

So, I find the photograph of the delivery and Vodafone's contact records more persuasive than what Mr A has told us. Overall, I'm not persuaded that the packages containing the devices had been tampered with.

The behaviour of the courier

Mr A has explained that his wife tried to speak to the courier, after the packages had been delivered. But, Mr A says the courier had already left at speed. He says he then contacted the police to make a report, as he had suspected the devices had been stolen. However, Mr A has told us the police wouldn't give him a crime reference number and that they explained he needed to speak directly with Vodafone.

While I accept that the actions Mr A says he took were reasonable, I also have to consider what the evidence shows he told Vodafone at the time. Having looked at Vodafone's contact records with Mr A, I cannot see that he mentioned his contact with the police, or the behaviour of the courier.

Additionally, I need to keep in mind where Vodafone have told us that they don't have any evidence to show that the courier or the delivery itself gave rise to any concern. Also, I need to consider that by reporting similar concerns to Vodafone previously, I think Mr A was aware of the images he would need to provide. It then follows that I think it's likely Mr A was able to raise his concerns as a police matter. But, I've not seen persuasive evidence to show that he did this.

Summary

I don't think the evidence shows where the packages delivered to Mr A had been opened or

tampered with. I also think there are some inconsistencies in what Mr A has told us and where it was reasonable for him to have applied more caution to the order he placed with Vodafone in October 2023.

Having considered all the evidence, on balance I'm persuaded that the two mobile telephone devices were delivered to Mr A in October 2023. So, I think it's fair for Vodafone to hold Mr A responsible for the repayments due under the two fixed sum loan agreements.

From what I've seen, it doesn't seem that Mr A has repaid the amounts due to Vodafone, since the start of his complaint. So, it may be that a balance remains owed by Mr A.

In this instance, I remind Vodafone of their responsibility to treat Mr A's current financial circumstances with due consideration and forbearance. This will mean working with Mr A, to make sure he is able to make affordable repayments to any outstanding debt, if he's unable to make the regular loan payments.

My final decision

My final decision is that I don't uphold Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 10 June 2024.

Sam Wedderburn
Ombudsman