

## **The complaint**

Miss H complains that La Redoute (UK) Limited closed her catalogue shopping account.

## **What happened**

In January 2024, Miss H said she placed an order over the phone with La Redoute, however the order didn't arrive. When she contacted La Redoute to find out why, it told her that she had been sent an email in December. Miss H checked her emails and said she'd received an email asking her why she had returned so many items. And because she hadn't replied to that email, it sent her another email to say it had closed her account.

Miss H says she made a complaint about this, but no one responded. Eventually she got a reply and La Redoute explained that it had closed her account because she'd returned too many items. Miss H says that most of the items she returned were faulty, and she has a legal right to return faulty items. She added that there is nothing in the terms and conditions that states that there is a limit on how many items can be returned. She said that La Redoute should have called her or sent her a letter because she had a backlog of emails and didn't see the initial email it sent.

To put things right, Miss H says she would like her account to remain open.

La Redoute replied to Miss H and said that because she'd returned around 85% of the items she'd ordered over the last five years, it had chosen not to accept any new orders from her. It said that because it wasn't going to accept new orders, it would close her credit facility.

An Investigator considered what both parties had said but they didn't think Miss H's complaint should be upheld. They said it was a business decision made by La Redoute to stop taking orders from Miss H, and that this service wouldn't normally interfere in a business decision. They explained that because that decision had been made, it seemed fair and reasonable of La Redoute to close the credit account as it could no longer be used. The Investigator didn't feel that La Redoute had done anything wrong by contacting Miss H by email.

Miss H didn't agree with the Investigator's view. She said what La Redoute had done was illegal and in breach of the Consumer Rights Act 2015 and Consumer Contracts Regulations 2013.

Because an agreement couldn't be reached, the complaint has been passed to me to decide on the matter.

## **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 considered all of the available evidence, I won't be upholding Miss H's complaint. I appreciate this decision will come as a disappointment to her, however I will explain my reasons for this below.

La Redoute says it has made a business decision to no longer accept new orders from Miss H – this is due to the high number of returns Miss H had made. Because of the returns, La Redoute says it was not making enough money to cover its costs. It is generally up to a business who it decides to do business with. La Redoute has explained why it will no longer be accepting orders from Miss H, and I can't order La Redoute to change this decision.

Because Miss H can no longer place new orders, there is no longer any use for the credit facility that Miss H was using to purchase products. Therefore, I don't find it unfair or unreasonable of La Redoute to have closed the account.

I have checked the terms and conditions of Miss H's credit facility with La Redoute. This says that La Redoute can close an account by giving a customer two months' notice. I asked La Redoute to provide me with a copy of the notice it sent to Miss H. And it explained that it had let her know in its final response dated 12 February 2024 and closed the account immediately given that she no longer had any use for it.

I'm not persuaded La Redoute gave Miss H notice to close the account as outlined in its terms and conditions. And I don't think Miss H's situation is one that would allow it, under the terms and conditions, to close her account with immediate effect.

That being said, I don't find that this has caused Miss H any loss in regards to the credit facility. That's because La Redoute were no longer accepting orders from Miss H, and so she no longer had any use of the account, as she could only use the credit facility to purchase products from La Redoute. So while my view is that La Redoute should have provided Miss H with more notice before closing her account, I don't think she's lost out as a result.

Miss H says that La Redoute acted illegally as it breached the Consumer Rights Act 2015 and Consumer Contracts Regulations 2013. This service can't make the finding that a firm acted unlawfully – this would be a matter for the courts. I have considered both regulations Miss H has referred to, however, I'm not persuaded La Redoute has acted outside of this in refusing to take new orders from her or by closing her credit facility.

I note that Miss H says La Redoute shouldn't have contacted her by email to let her know about the high level of orders. La Redoute has also recognised that it was aware Miss H preferred not to receive communication by email. While I accept that La Redoute could have done more to communicate to Miss H in a way that was more suitable to her, I don't think better communication would have meant that La Redoute changed its decision not to take new orders. And as far as I'm aware, Miss H can still receive emails it's just that she has a 'backlog'.

I agree that when Miss H spoke to someone in January to place a new order, it would have been better service if the representative she spoke to let her know on the phone that it couldn't take new orders. But other than not receiving the goods she was expecting to receive, Miss H hasn't lost out financially here because the order for the shoes was cancelled and not charged to her account.

I appreciate that Miss H has experienced some inconvenience by La Redoute, however I don't think the inconvenience is enough for me to order La Redoute to pay Miss H compensation.

### **My final decision**

For the reasons set out above, I don't uphold Miss H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 1 November 2024.

Sophie Wilkinson  
**Ombudsman**