

The complaint

X complains that Currys Group Limited mis-sold him a finance agreement which contained a buy-now-pay-later period.

What happened

X bought an item using a finance agreement, arranged via Currys, in 2022. The agreement contained a 12-month interest free buy-now-pay-later (BNPL) period, and the credit was provided by a third-party credit provider that I'll refer to as "C".

X says that, when he bought the item, he was told he wouldn't have to pay for a year. Crucially, X says he wasn't told that interest would be applied to any remaining balance after the 12-month period expired; he's added that he wasn't provided with any documentation, like the finance agreement, at point of sale. Ultimately, X believes the agreement to have been mis-sold to him.

In 2023, after incurring some interest, X complained to Currys; he said he was mis-sold the agreement. Currys, though, didn't uphold X's complaint. To summarise, in its final response letter, Currys said X had signed the agreement – confirming his acceptance of the terms – and that there was nothing to indicate it had been mis-sold.

X remained unhappy, so he contacted this Service for an independent review. X's complaint was considered by one of our Investigators, but it wasn't upheld. In short, the Investigator said:

- Given the length of time that has passed, it was difficult to know for certain exactly what happened in store. On balance, though, the evidence provided by Currys was more persuasive; it showed X had signed the agreement, and that the terms of the agreement were clear.
- While X had explained the store was busy at the time he made his purchase, it was ultimately his responsibility to ensure he'd read and understood the terms of the agreement.
- Overall, X should've been aware of the terms of the agreement and there was nothing to indicate it had been mis-sold.

X disagreed, and he asked for the matter to be considered by an Ombudsman. He maintained that he had been mis-sold the agreement. So, as no agreement has been reached, the complaint has been passed 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.

X has already brought a separate complaint to the finance provider, which I'll call C, to this Service. I emphasise that, in this decision, I'll focus solely on the actions of Currys as the

seller of the agreement, referring to C only where appropriate.

Though X is already aware of this; I still think it important to clarify that where evidence is incomplete, unclear or contradictory – as some of it is here – I must base my decision on the balance of probabilities. That is, what I consider *most likely* to have happened in light of the available evidence.

In order for me to uphold X's complaint, I'd need to be satisfied that Currys mis-sold the agreement. I can't be unequivocally certain of what took place in store when X bought the item; essentially, X says he wasn't given much, if any, information about the agreement and that the salesperson didn't explain it to him. But on balance, based on the evidence I do have available, I'm not persuaded that's most likely.

I say that largely because X signed the agreement, in store, at the point of purchasing the item he wanted to buy. I think it unlikely the salesperson wouldn't have mentioned, in at least some detail, how the BNPL interest-free period worked at point of sale; but even if they didn't, the terms of the agreement itself are clear in that interest will be charged if repayment wasn't made within 12 months.

Broadly, given X signed the agreement, I'm satisfied that he was presented with it – and that he had the opportunity to read the agreement before he signed it. So, I think it most likely that he was aware – or *ought* to have been aware – of the terms and, consequently, I can't fairly say the agreement was mis-sold.

Aside from what happened in store; I'm also aware that C, the credit provider, did write to X a few months before the BNPL interest-free period was due to expire. That letter warned X that the interest-free period of his agreement was expiring, and that any remaining balance would incur interest. From the evidence I've seen, the letter appears to have been correctly addressed.

I'm aware too that C contacted X to let him know his monthly statements were available to review; those statements also confirmed that interest would be charged on any remaining balance once the interest-free period expired. So, with all of that in mind, I'm broadly satisfied that X had enough information available to him to know that being charged interest was a possibility – and that he could've taken steps to avoid it.

Overall then, for the reasons I've explained above, I don't find that Currys mis-sold the agreement to X. Nor do I consider it the case that X wasn't provided with any information, either at point of sale or throughout the life of the agreement. So, while I fully understand how strongly he feels about this, I won't be asking Currys to refund any interest X paid. I don't require Currys to take any further action, and it follows that I don't uphold X's complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 4 September 2024.

Simon Louth

Ombudsman