

The complaint

Mr H complains about the outstanding amount owed under a fixed sum loan agreement, taken out with Vodafone Limited.

What happened

In January 2024, Mr H took out a fixed sum loan agreement with Vodafone, to buy a brand new mobile telephone handset. The handset had a cash price of £720 and Mr H agreed to make thirty-six monthly payments of £20 to Vodafone.

On the day after Mr H ordered the handset, it was delivered by courier to his home address. Vodafone say the courier asked for a personal identification number (PIN), from the person who answered the door, before placing the package inside Mr H's house. The courier also took a photograph of the package, to show it had been delivered.

However, Mr H says he wasn't home when the handset was delivered. He says it was a family member, who I'll refer to as 'X' that answered the door to the courier. And upon his return home, Mr H says he discovered that the package containing the handset had been stolen. So, Mr H contacted Vodafone for help.

After an investigation, Vodafone said the handset was successfully delivered to Mr H's address. They said the photograph shows it was handed to the person who had given the courier the correct PIN. But, because Mr H had initial trouble reporting what had happened, Vodafone agreed to pay the total arrears of £40, across Mr H's device and airtime agreements.

Mr H disagreed and complained to Vodafone. He said X didn't have a PIN and the courier didn't leave the handset in an appropriate place. Mr H explained that X has breathing difficulties, so it's usual for them to leave the front door open for extra ventilation. Mr H also says that X wasn't aware of the value of the package, so they didn't think to move it from the doorway. Vodafone maintained their opinion of the complaint, so Mr H brought his case to our service.

One of our investigators looked into what had happened, but found that Vodafone had treated Mr H fairly. He concluded the courier had delivered the packaged handset and it became Mr H's responsibility, once it was taken into Mr H's house. The investigator acknowledged the reasons why it was usual for X to leave their front door open, but found it fair for Vodafone to hold Mr H responsible for the repayments due under the fixed sum loan agreement.

Mr H didn't accept those findings and said the courier was at fault, for not taking enough care when the handset was delivered. The investigator didn't change his conclusions and now Mr H'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.

I'm very aware that 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 H fairly when they asked him to repay the amount due under the fixed sum loan agreement?

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 a fixed sum loan that Mr H took out with Vodafone. This loan is a regulated financial product. As such, we are able to consider complaints about these types of loans.

To begin with, I've thought about how the packaged device was delivered. Vodafone have explained to us that the courier they used asked X for a PIN, before the package was delivered. I can see from Vodafone's records that the courier has confirmed that the PIN they were given, matched the PIN on their system. However, Vodafone haven't provided notes from the courier's system to support what they say.

Throughout his complaint, Mr H has said that neither he nor X was aware of a PIN needed for delivery. But, at other times, Mr H has said that X did give the courier the PIN. So, I can see where there are some inconsistencies with what Mr H has said.

On balance, after considering at all the evidence, I'm persuaded that a PIN was given to the courier when the packaged device was delivered to Mr H's home. I also think both Mr H and Vodafone accept X was aware that the courier had placed a package with them. Although I accept Mr H's comments, that X may not have been aware of what was in the package.

But, I don't agree that there was an onus on Vodafone, through the courier, to have told X about the contents of the package. I say this because the courier themselves might not have known. It also follows that it may provide a further level of security if the contents are only known to Mr H.

Vodafone have also provided a photograph of the courier's delivery. I can see from the photograph, where the packaged device was placed on top of a large, white kitchen appliance. Mr H says the appliance is a tumble dryer and I can see it was positioned inside the house, next the front door and near to where X was standing.

Overall, I think the photograph, the likely use of the PIN and what Mr H says shows that the packaged handset was successfully delivered into Mr H's home. I don't think the evidence shows that Vodafone were careless in the way they delivered the package, or where it may have been placed irresponsibly by the courier.

However, Mr H has told us that the front door to his home remained open, after the delivery of the packaged handset. He says the package was then stolen from where it was placed by the courier and that Vodafone are responsible for that.

I empathise with the reasons why Mr H says X needed to keep the front door open. Mr H says X needs additional ventilation around their home, due to a breathing condition. It cannot be easy to manage such a condition and I understand how an open door could help with X's circumstances.

But, I don't think Vodafone are responsible for what happened after the delivery of the handset. I say this because one of Vodafone's obligations under the agreement, is to supply Mr H with the brand new mobile telephone device. I've found that they fulfilled that obligation. So, I think the securing of the handset after the delivery, wasn't down to Vodafone.

It must be very upsetting for X and Mr H to be the victims of a theft. And I hope they have the support in place to deal with the impact of something like that. Given the passage of time, Mr H may have already reported the theft to the Police, or explored a possible claim under an insurance policy. But, in all the circumstances, I think it's fair for Vodafone to continue to hold Mr H responsible for the repayments due under the fixed sum loan agreement.

From what I've seen, it doesn't appear that Mr H has repaid the total amount due to Vodafone. So, it may be that a balance remains owed by Mr H.

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

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 2 April 2025.

Sam Wedderburn
Ombudsman