

The complaint

Mrs P has complained Vodafone Limited is continuing to charge her under a credit agreement despite her returning the mobile device.

What happened

In November 2023 Mrs P ordered a new mobile handset which she agreed to pay under a credit agreement over two years. This was a purchase along with a revised airtime contract but within a short time Mrs P decided she didn't like the terms. She contacted Vodafone and they sent her a returns envelope for her new mobile.

Mrs P's husband returned the handset at their local post office.

A couple of months later Mrs P realised Vodafone continued to collect direct debits for the handset and complained to them. They confirmed they'd never received the handset back so couldn't cancel her credit agreement.

Mrs P brought her complaint to the ombudsman service.

Our investigator reviewed the evidence. This included various proof of postage receipts Mrs P had shared with Vodafone to show that she'd returned the handset. However, he noted that none of these applied to Vodafone's return centre. Taking everything into account, he couldn't ask Vodafone to cancel the credit agreement. He noted that Vodafone had agreed to cancel the airtime contract as no use had been made of it.

Mrs P disagreed with this outcome and has asked an ombudsman to review her complaint.

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 done so, I've reached the same outcome as our investigator. I'll explain why.

The main aspect of this complaint is whether the mobile handset was successfully returned to Vodafone. But based on the evidence, I don't believe it was.

A condition of the successful return of goods is generally to retain the proof of postage receipt. This is common practice. I can see from the receipts that Mrs P has shared with us that she is used to returning goods and obtaining the proof of return.

All parties will be aware that none of these receipts relate to Vodafone's return centre. Mrs P has agreed she used the return envelope sent to her by Vodafone. However, Vodafone has no record of its return. This will be an automated process, so I find it unusual that Vodafone has no record of this if it had been received at the right centre. And it seems doubly odd that Mrs P hasn't retained a copy of proof of postage for the one item that she argues must have gone astray.

I appreciate what Mrs P has said about this issue but overall, I don't believe it would be fair and reasonable to require Vodafone to cancel the credit agreement as I'm not convinced the mobile device was returned to them.

My final decision

For the reasons given, my final decision is not to uphold Mrs P's complaint against Vodafone Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 10 February 2025.

Sandra Quinn
Ombudsman