

The complaint

Mr B complains about a fixed sum loan agreement with Clydesdale Financial Services Limited trading as Barclays Partner Finance.

What happened

In early February 2024, Mr B took out a fixed sum loan agreement with Clydesdale, to pay for a brand new mobile telephone device. As part of the delivery instructions, Mr B asked for the supplier to send the packaged device to a convenience store, close to his house. He said he chose this option because he felt it was more secure than having it sent to his home address.

Mr B says he tracked the device while it was being handled by the supplier's courier, but noticed that the delivery to the convenience store wasn't successful. Mr B says the courier chose not to make the delivery due to the size of the item and instead took the device back to the supplier.

Clydesdale agree with what happened. But, they say the supplier arranged for another delivery to be made in the following days, directly to Mr B's home address. Clydesdale also say the subsequent delivery was completed by a different courier.

However, Mr B disputes that he received any delivery and says the tracking notes from the second courier, show the device was delivered to a different city to where he lives. Mr B says he wasn't getting any answers from the supplier or Clydesdale, so he made a complaint.

In response, Clydesdale explained to Mr B that they were satisfied the device was delivered to Mr B's home address. They also said Mr B wasn't due a replacement or a refund and that he should contact the police for further help. Mr B didn't accept Clydesdale's response and brought his complaint to our service.

One of our investigators looked into Mr B's case and found that Clydesdale had treated Mr B fairly. She was persuaded that the courier's delivery notes show the device was delivered on the second attempt and that the device was activated soon afterwards. So, she said it was fair for Clydesdale to hold Mr B responsible for the repayments due under the fixed sum loan agreement.

Mr B didn't agree. He said it was impossible to deliver a package to his address as he lives in a property, within the grounds of a different house. Mr B also doubted the courier's records, as his tracking notes contradict where the device was delivered.

The investigator didn't change her conclusions and so Mr B'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.

The mobile telephone device was paid for using a fixed sum loan agreement. This is a regulated consumer credit agreement, and our service is able to consider complaints relating to these sorts of loans.

Both Mr B and Clydesdale agree that the first attempted delivery to the convenience store didn't take place. The evidence provided by Mr B shows that the package was sent back to the supplier, shortly after the courier made the decision not to complete the delivery. Clydesdale's records support what Mr B says.

So, I think all parties to this complaint were aware that the device was placed back with the supplier in early February 2024. The crux of this complaint is for me to decide what I think happened with the subsequent delivery.

Where the evidence is incomplete or inconclusive, I reach my decision on the balance of probabilities. In other words, what I consider is most likely to have happened in the light of the available evidence and the wider circumstances.

Mr B's evidence

Mr B has sent us evidence showing the tracking of the package, once it was handed to the second courier by the supplier. The tracking information is presented in Mr B's first language and shows that the packaged device was sent to London. The evidence shows the package was delivered on 13 February 2024.

But, other than the delivery city, there isn't a street name, post code, recipient's name or delivery photograph attached to Mr B's tracking documents. I also need to keep in mind that Mr B didn't initially tell us about this evidence, until Clydesdale gave us more information about what had happened.

Aside from Mr B's tracking documents, he has also told us the device was a gift for a family member. But, when it wasn't delivered, Mr B says he paid for another device from a different supplier in cash.

Additionally, Mr B tells us he reported his concerns to the police, although they could not take things further. And he says he tried to cancel the order with the supplier, in the days after the first attempted delivery. Mr B has also explained the difficulties in having packages delivered to his house and the reasons why he chose the convenience store.

Clydesdale's evidence

Clydesdale have provided us with the courier's records from where they say was the second delivery was successful. I can see that this record contains Mr B's correct full name and full address, including the flat number and post code.

The record also has a package weight, a signature, a recipient's name similar to Mr B's and a note to say the package was delivered to a residential address. Clydesdale say a photograph of the package being delivered isn't available, which I think would have been useful here.

I acknowledge where Mr B doubts that the courier could have delivered the device to the specific part of the property where he lives. But, I cannot see from the courier's delivery record, where the package might have been left with a neighbour, or another flat on the same property. Indeed, it seems the package was delivered to Mr B's exact address.

Similar to Mr B's evidence, the courier's delivery note says the package was delivered on 13 February 2024. Clydesdale have also sent us information showing the device ordered by Mr B, began activation on the same day of delivery. The activation was then completed around a month later.

Summary

Having considered everything, I think the evidence provided by Clydesdale is more persuasive. I think the courier's delivery record is comprehensive with the amount of information included. I also think there have been some inconsistencies in what Mr B has explained to us throughout our investigation.

On balance, I don't think Clydesdale are acting unfairly by deciding that the most likely thing to have happened, is that the device was delivered to Mr B's home address. Therefore, I don't find I have the grounds to direct Clydesdale to stop pursuing Mr B for the outstanding debt owed under the loan.

I'm aware that following my findings, Clydesdale, or their representatives may start to contact Mr B to make arrangements for the repayment of the balance of the loan. In doing so, I remind Clydesdale of their responsibility to treat Mr B's financial circumstances with due consideration and forbearance.

This may mean, amongst other things, Clydesdale carefully considering Mr B's income and expenditure to put together an affordable repayment plan with him.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 18 April 2025.

Sam Wedderburn
Ombudsman