

The complaint

Mr O has complained Clydesdale Financial Services Limited, trading as Barclays Partner Finance, is continuing to hold him liable for repayment under a consumer credit agreement despite him never receiving the item.

What happened

Mr O ordered an iPhone in 2023. He arranged for delivery to an address that wasn't his. When he opened the parcel, he noticed it wasn't an iPhone but a power adaptor instead. He returned this and complained. The merchant believed there'd been no issue with delivery.

Mr O then complained to Barclays Partner Finance (BPF) as he was paying for an item he didn't receive. BPF felt the evidence showed that the iPhone was successfully delivered so continued to ask Mr O to make repayments under the credit agreement.

Mr O brought his complaint to the ombudsman service.

Our investigator felt the evidence showed that it was most likely the iPhone was correctly delivered. He wasn't going to ask BPF do anything further.

Unhappy with this outcome, Mr O has asked an ombudsman to consider his 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.

Where there is a dispute about what happened, I have based my decision on the balance of probabilities. In other words, on what I consider is most likely to have happened in the light of the evidence.

It's worth stating that I can choose which weight to place on the different types of evidence I review, including technical evidence, provided by financial institutions along with complainants' persuasive testimony.

Firstly, I can see a credit agreement was taken out in September 2023 for an iPhone. This agreement is in Mr O's name. He doesn't dispute he took out this agreement.

The heart of Mr O's complaint is that he never received the iPhone, but another item was mistakenly parcelled instead.

I'm satisfied the iPhone was delivered and was most likely in the possession of Mr O. I say this because:

- As Mr O wasn't going to be at home, he arranged delivery to a third-party address. There's no dispute there was a delivery. I've seen evidence from the delivery

company confirming this.

- Although Mr O has provided us with photos showing the mistaken delivery of an alternative item, I note these are not time-stamped and I cannot say with certainty these were taken on the date of the delivery.
- The evidence of the outer carton implies the correct item was contained. Whilst I accept errors can and do happen, I find it odd that this would happen at the same time as Mr O arranging delivery to a third-party (and reasonably open) address.
- Mr O has provided photos of the incorrect item being returned to the sender. However, BPF has confirmed nothing was received. This also seems rather unusual.
- The phone that was sent to Mr O has been activated and used in another country. If the phone had never left the sending company because Mr O received the incorrect item, then I find it difficult to see how this would be the case.

I appreciate Mr O's strength of feeling about his dispute with BPF. On balance, I am satisfied he most likely received what he ordered.

I won't be asking BPF to cancel the agreement. They will continue to expect Mr O to make repayments.

My final decision

For the reasons given, my final decision is not to uphold Mr O's complaint against Clydesdale Financial Services Limited, trading as Barclays Partner Finance.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 11 April 2025.

Sandra Quinn
Ombudsman