

## **The complaint**

Mr S has complained Sky UK Limited is holding him liable for payments under a consumer credit agreement for the purchase of a keyboard.

## **What happened**

In May 2024 Mr S ordered both an iPad and a keyboard from Sky. There were two separate credit agreements. The keyboard cost £360.

Mr S found the iPad was unable to be delivered within a short timescale, so he cancelled the agreement. He then disputed the keyboard was ever delivered to him. Sky believed the keyboard had been delivered so continued to expect him to make repayments towards the credit agreement.

Mr S brought his complaint to the ombudsman service.

Our investigator confirmed she believed based on the photo evidence that the keyboard had been delivered to Mr S. She wasn't going to ask Sky to do anything further.

Mr S strongly disputed this finding as he pointed out that the properties where he lived had identical pathways and looked the same. The photo provided by the delivery company did not show the door number. Our investigator confirmed that she'd listened to a phone conversation between Mr S and Sky on 3 June when Mr S confirmed he'd received the keyboard.

Still unhappy, Mr S 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 on 29 May 2024 for an iPad keyboard. This agreement is in Mr S's name. He doesn't dispute he took out this agreement.

The heart of Mr S's complaint is that he never received the keyboard.

I'm satisfied the keyboard was delivered and was in the possession of Mr S. I say this

because:

- The delivery company sent Mr S an update confirming his keyboard was out for delivery on 31 May 2024. The delivery company then confirmed the keyboard was delivered on 31 May 2024 and sent an email confirmation and photograph showing the delivery being made to Mr S. The details held by the delivery company match the email address, and phone number, Mr S has used in his complaint to our service.
- I've reviewed the photo Mr S provided of his door, along with the one provided by the delivery company. I also note the delivery company confirmed that Mr S's property had a specific type of doorbell. This matches the one in the photo Mr S supplied to us.
- In a phone conversation with Sky on 3 June, Mr S confirms to Sky that he had the keyboard.

I appreciate Mr S's strength of feeling about his dispute with Sky. However, I am satisfied he received the keyboard ordered. I know this complaint has been slightly complicated by the three different agreements Mr S took out for an iPad but in the end there is only one credit agreement for a keyboard and only one of those was delivered to Mr S.

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

### **My final decision**

For the reasons given, my final decision is not to uphold Mr S's complaint against Sky UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 25 March 2025.

Sandra Quinn  
**Ombudsman**