

## **The complaint**

Mr M complains about a store card account he has with Home Retail Group Card Services Limited (HRGCSL). Mr M is unhappy about certain products he has bought using the card/account and refers to items being faulty and dangerous. Mr M has also referred to the way he has been dealt with by HRGSL and has asked that his account balance is now written off.

## **What happened**

Mr M has a store card account with HRGCSL and this enables him to make purchases at the affiliated retail arm of HRGCSL. Mr M has referred to several items he has bought on his account, in particular a television, kettle and games console and believes these are faulty. Mr M says the faulty kettle has burnt him and he is now scarred from the burn.

Mr M has also raised a number of concerns about the way he has been dealt with when complaining about the products and says he cannot now order products from the retailer online. The cost of the kettle has been refunded and Mr M was I understand given £50 compensation in what I believe to be an online gift card. Mr M says the £50 cannot be used as he cannot place orders online and the £50 was not accepted as a resolution to his complaint.

After complaining to HRGCSL Mr M referred his complaint to our service. One of our investigators explained why they did not consider the complaint should be upheld. Mr M did not accept those findings and asked for the complaint to be reviewed. The complaint has now been referred to me as the last stage in our process.

## **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 aware that I have summarised the complaint in far less detail than Mr M has set out. While I have not responded to every point raised, I have focused on what I consider to be the key issues in this complaint. Having considered all that the parties have said and provided, my decision here will likely come as further disappointment to Mr M as I do not consider the complaint should be upheld.

As the investigator has already set out, our service can consider a complaint against HRGCSL as this is a provider of a financial service, i.e. the store card. However, our service has no power to consider any complaint consumer's have against the retailer, high street or online store, who actually sells the products Mr M purchased. I know Mr M has referred to these all being connected, which they may well be as part of a broader group of companies. But they are however separate legal entities and our investigative powers are limited to the actions of HRGCSL only.

From what I have seen it appears Mr M is unhappy about certain aspects of the retailer, including reference to an interaction with the delivery drivers of the store while he waited in

the rain. But these are not issues our service can actually consider as they specifically relate to the quality of the service provided by the retailer. I will not therefore comment further on those points, or any of the issues I consider relevant to the retailer.

Mr M has referred to items being supplied faulty and in particular a kettle that has caused him to suffer burns. While I completely accept this would have been traumatic for Mr M, for a complaint to be upheld about defective goods or services bought on a store card, it would need to be determined that the goods were not of satisfactory quality.

While I don't doubt Mr M has suffered burns from the kettle, it would need to be established that this was a result of a defect with the kettle. I understand the kettle was returned and Mr M has been provided with a refund for the cost of the kettle. I have not seen anything however to demonstrate the kettle was defective and it was this manufacturing defect that caused Mr M to suffer burns.

I think it also important to note that even if there was persuasive expert evidence that the kettle was defective and caused the burn, I would then need to consider whether it right for this service to make a final determination in light of the complexity of the potential issues at play and our inability to compel other expert evidence or cross examine witnesses. Furthermore, it is important to note that this service is unable to make awards for loss of amenity. I am of course very sorry to hear about the ongoing impact Mr M has explained in respect of his scarring as a result of this situation – but it is unlikely this service would be able to make an award to compensate for this in any event.

Mr M has also complained about a games console being defective. But I have not seen anything here that suggests or demonstrates the console was defective when it was supplied to Mr M or that the defect was because of some sort of manufacturing issue. The issues with the console appear to be as a result of it being stolen and returned in a damaged state. While I again appreciate this is disappointing, this is not something that HRGCSL is actually responsible for.

Mr M has also referred to a television being defective and I understand this materialised sometime after he acquired the television. It is possible this is something that HRGCSL could be responsible for through section 75 Consumer Credit Act. But I have not seen any persuasive evidence in this instance to indicate exactly what the fault or issue is or what the likely cause is. It has been suggested that Mr M contact the manufacturer to see about potentially claiming under any warranty and if Mr M has not already done so, he may wish to consider this further.

Mr M highlights that HRGCSL has not changed his address after he has informed them of a new address. HRGCSL says that while Mr M may have referred to a different delivery address for items to be sent to, it has not however been informed of a change of Mr M's residential address. If Mr M's address has not been changed I would urge him to contact HRGCSL to provide the new address. I haven't seen anything in this case to demonstrate HRGCSL has been informed of Mr M's new address already and that it has failed to update its records.

Having considered the circumstances of Mr M's complaint I do not consider there are sufficient grounds to uphold it. Mr M has asked for his account balance to be written off but I have not seen anything that would in my view require HRGCSL to write off the account balance. If Mr M is unable to afford the required repayments on the account or is facing financial difficulties, I would urge him to contact HRGCSL so it can understand any financial issues he is having.

**My final decision**

I do not uphold Mr M's complaint against Home Retail Group Card Services Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 7 April 2025.

Mark Hollands  
**Ombudsman**