

## **The complaint**

Mr A complains about a balance owed under a fixed sum loan agreement with Sky UK Limited.

## **What happened**

In October 2024, Mr A took out a fixed sum loan agreement with Sky to buy a brand new mobile telephone device. The cash price of the device was around £1,100 and under the agreement, Mr A was contracted to make monthly payments of about £30, over a three year period.

Sky arranged for their courier to deliver the device to Mr A, two days after the loan application was approved. On the day Mr A was expecting Sky's package, the courier sent him a notification, which explained that there was no answer at Mr A's home address.

After receiving the courier's notification, Mr A contacted Sky to ask where his device was. However, Sky told Mr A that following the notification, the package was then successfully delivered. Mr A explained to Sky that he hadn't received Sky's package and raised a complaint.

In their final response to Mr A's concerns, Sky said that their records show that the courier had thought that Mr A wasn't in when they first knocked at the door of his home. So, the initial notification was sent. Sky also said that as the courier was about to leave Mr A's home, the front door was opened and the delivery was completed. Because Sky have found that the package was delivered to Mr A, they have continued to hold him responsible for the repayments due under the fixed sum loan agreement. Mr A didn't accept Sky's response and brought his complaint to this service.

One of our investigator's looked into Mr A's complaint and found that Sky had treated Mr A fairly. He looked at the delivery photographs supplied by Sky's courier and was satisfied the delivery was completed in line with the courier's process. So, the investigator said it was fair for Mr A to pay for the handset Sky had supplied.

Mr A didn't agree with the investigator's findings and said he didn't have the handset, so should not have to pay for it. Mr A accepted that someone at his home took the package in, but said the courier should have identified the person they had given it to.

The investigator didn't change his conclusions and Mr A's complaint has now 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.

Sky is seeking to recover payment from Mr A under a regulated fixed sum loan agreement. Our service is able to consider complaints about these sorts of agreements.

When the evidence is incomplete, inconclusive, or contradictory, as it is in this case, I make my decision on the balance of probabilities. That is, what I think is most likely to have happened given the available evidence and the wider circumstances.

Mr A has told us that he received the notification from the courier, that he had missed their attempt to deliver the package from Sky in October 2024. Indeed, Mr A has provided a screen shot of the message from the courier to support this. Mr A has also explained that he didn't take the package from the courier and that nobody in his household took it in either.

The crux of Mr A's complaint is that he says the courier should have asked for identification from the person they handed the package to at his address. By not doing so, he says the courier was careless and he should not have to pay for the loan, because of that mistake. During our investigation, Mr A offered to settle things with Sky. I note he asked if they would allow him to pay half of the cash price of the device, to resolve the matter.

On the other hand, Sky have provided us with the records of the delivery of the handset. From looking at that information, I can see when the initial delivery was attempted and the notification was sent to Mr A. Before sending the notification, I can see that the courier took a photograph of Mr A's front door and that the address matches with the postal address Mr A has used with us.

Sky's records go on to show that within a minute of sending the unsuccessful delivery notification, Mr A's front door was answered and the package was delivered. The courier took a second photograph of the package being given to a person standing in Mr A's open doorway. From looking closely at the image, I can see it was the same house as in the first photograph. Furthermore, I cannot see any records to suggest the package was refused, or sent back to Sky. Having checked with Sky, they have confirmed that the device isn't at their warehouse.

On balance, I think the evidence shows that the courier successfully delivered the package to Mr A's home address. So, I've gone on to think about whether Sky, or their courier, should have taken identification from the person who took in the package.

Sky have provided us with details of the information their courier sends to their customers, before a delivery is made. From looking at that evidence, I can see that the courier's process is to take back a package to their warehouse, if delivery is unsuccessful. The courier won't leave the package in a safe place. Sky say the information sent to Mr A by their courier, explained that they will not ask for a signature and will take a photograph of the package in an open doorway, as proof of delivery. I can also see that Mr A was given the option of collecting the package from the courier's designated pick up point, if he was concerned about how secure the delivery may be.

I've thought carefully about the courier's delivery process. While I acknowledge Mr A's thoughts on what the courier should have done, I don't think the courier made a mistake, or was irresponsible. I also think Mr A was able to change the planned delivery method, if he wasn't happy with the regular service offered by Sky and the courier.

Having considered all the evidence, I've found that it's likely the package was delivered to the address Mr A had given to them. And that Sky didn't make an error with the process of handing the package over at Mr A's home address. In all the circumstances, I think it follows that it's fair for Sky to conclude that Mr A should be responsible for the repayments due under the fixed sum loan agreement.

I realise that my conclusions mean that Mr A may still need to make payments to Sky for the remaining balance of the fixed sum loan. I say this because during our investigation, Mr A

has said that he has missed several repayments towards the balance of the account with Sky.

In this instance, I remind Sky of their responsibility to treat Mr A's current financial circumstances with due consideration and forbearance. This may mean working with Mr A to make sure he is able to make affordable repayments to any outstanding balance, if he's unable to maintain the scheduled payments.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 30 December 2025.

Sam Wedderburn  
**Ombudsman**