

The complaint

Miss A complains that Glow Financial Services Limited trading as Samsung Finance ("Samsung Finance") is holding her liable for a credit agreement she took out to buy a new phone. Miss A says the phone wasn't delivered back to her after she'd sent it to Samsung Finance to be unlocked.

What happened

In October 2023, Miss A ordered a new phone for her daughter using a fixed sum loan agreement from Samsung Finance. The agreement was to be repaid over two years.

Miss A's daughter left home in November 2023 and left her phone at Miss A's house. She contacted the supplier of the phone and asked for help as it was locked, and Miss A didn't know the password for it. The supplier asked Miss A to send the phone to them so they could help her, which she then did.

On 23 March 2024, Miss A received a message from the courier service used by the supplier saying they'd delivered the package containing the phone. However, Miss A says she didn't receive it. She contacted the supplier about this and mentioned that she had been out of the country the week prior to 23 March 2024, and had only returned to her house the next day, as she'd stayed at her sister's house after returning from her trip.

Miss A says the supplier then kept calling her asking for details about her trip overseas and she became frustrated and upset at having to give the same information about this to multiple different advisers. Miss A also says the supplier asked her why she'd gone away when she knew the phone was being delivered back to her which made her feel like they were accusing her of purposely being away at that time.

Miss A complained to Samsung Finance. She said the phone wasn't delivered back to her and she was having to repay the fixed sum loan agreement with no phone. Samsung Finance didn't uphold her complaint. They said the available evidence showed that Miss A received her phone back from the supplier. In particular, they referred to the courier sending them evidence showing that someone with Miss A's first name accepted receipt of the package containing the phone, tracking information showing that this had happened and that the package was delivered to Miss A's address.

Our investigator didn't recommend that Miss A's complaint should be upheld. In summary she felt there was evidence from the courier showing the package had been handed over to someone in Miss A's property and that the courier's records showed it was received by someone with Miss A's first name. So, she didn't think Samsung Finance needed to do anything to settle the complaint.

Miss A didn't agree. So, her complaint has been passed to me to decide.

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.

Samsung Finance is seeking payment under a regulated fixed sum loan agreement and our service can consider complaints relating to these sorts of agreements. Samsung Finance is the creditor and so is also responsible for dealing with claims for breach of contract or misrepresentation made under s.75. The supplier is connected to Samsung Finance which is why they have been able to respond to questions about the delivery of the phone.

Miss A says the phone she sent back to Samsung Finance wasn't returned to her. I'll never know exactly what happened here. And where the evidence is incomplete, I have to reach my decision on the balance of probabilities.

I have no reason to doubt Miss A's version of events about her not being in her property when Samsung Finance says the phone was delivered to her property on 23 March 2024. However, Samsung Finance did ask the courier for evidence of the phone being delivered, who sent them confirmation that someone with Miss A's first name accepted delivery of the package on that date. The courier also sent screenshots showing the journey of the package from the supplier's depot to Miss A's address (the correct details of which were also included). So, it seems to me that Samsung Finance didn't reach an unfair conclusion that, on balance, the phone was delivered to Miss A's property and that it was accepted by someone who was in that property at that time.

It's possible that Samsung Finance could have asked for further evidence from the supplier, such as evidence from the courier showing that they contacted Miss A with an approximate time that the phone would be delivered and the date that would happen. Samsung Finance says the courier would have sent both of those notifications and I suspect that this more likely than not happened, bearing in mind this is a pretty standard way that couriers act when they are delivering packages. I note also that Miss A mentioned to our investigator that she received a message from the courier saying the phone would be delivered by them to her.

I've also noted that Samsung Finance asked the supplier whether the phone has since been reactivated. They've confirmed that it hasn't. And that's relevant in my view as it likely shows that the phone wasn't intercepted by someone else who went on to use it. Essentially, the phone remains in the position it was when Miss A sent it back to the supplier; in that it's locked. I think if someone else had access to this that they shouldn't have, the phone likely would have been in use from the time the supplier says it was delivered to Miss A.

Overall, this is a difficult case to decide when there is such competing evidence. But my consideration of this case is around how Samsung Finance considered Miss A's s.75 claim. And, because the evidence they received from the courier was reasonably persuasive, although not by any means conclusive, I don't think I have sufficient grounds to say they handled Miss A's s.75 claim unfair or unreasonably.

As a result, and for the reasons I've set out above, I don't uphold this complaint. I'm sorry to disappoint Miss A. I would just add that Miss A is under no obligation to accept my decision. Her rights to take legal action against any of the parties involved in this dispute won't be affected should she decide not to accept it.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 26 June 2025.

Daniel Picken
Ombudsman