

The complaint

Mr H complains that Shop Direct Finance Company Limited trading as very ("Very") incorrectly charged him on his catalogue shopping account for two laptops. He says this has caused intense and significant emotional distress.

What happened

Mr H has a catalogue shopping account with Very. In August 2024, he placed an order through this account for a laptop which cost £583.20, after a 20% promotional discount had been applied. The laptop was scheduled to be delivered in early September 2024 however this was amended to the end of that month because of stock availability.

Mr H contacted Very before the rescheduled delivery date as he was concerned he was being charged for something he had yet to receive. The order was cancelled and a credit of £583.20 was applied to Mr H's account. A new order was then placed with a price match for the original order (that included the 20% discount). Very treated Mr H's concerns as a complaint and closed this down as Mr H indicated the matter was resolved at that time.

However, two laptops were then delivered to Mr H. As a result, Very reversed the credit of £583.20 and Mr H was charged for both laptops. Mr H asked for the collection of the unwanted laptop, however the courier didn't collect this. Mr H then returned the laptop through Royal Mail.

Mr H complained to Very. He said he had returned the unwanted laptop but hadn't received a credit back to his account for this and hadn't received the agreed 20% discount that Very had offered off his order because of the problems he'd experienced. Mr H provided tracking details for the returned laptop. Very though closed the complaint because they thought it was a duplicate of Mr H's previous complaint.

Mr H referred his complaint to us. During the course of our investigation, Very said to our investigator that they had removed the cost of the returned laptop from Mr H's account, would refund anything that Mr H had paid beyond the cost of the laptop, would send a cheque to Mr H for £114.64 to honour the 20% discount they'd offered for the problems he had experienced, and would pay £100 compensation for the poor journey Mr H had experienced (which they later increased to £150).

Our investigator felt that Very's offer was a fair way to resolve the complaint. Mr H didn't agree. He said the offer was inadequate and failed to account for the extensive financial, emotional and psychological distress he endured over the seven months of the dispute. Mr H said that £4,000 compensation was a proportionate figure based on his time, income and wellbeing being significantly impacted by Very.

As the matter remains unresolved, Mr H's 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.

I want to acknowledge that I've summarised the events of this complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I'm required to decide matters quickly and with minimum formality. But I want to assure Mr H that I've reviewed everything on file. And if I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

I'm sorry to hear the matter has caused Mr H such distress and inconvenience. And I want to thank him for taking the time to explain the impact this matter has had on him.

Very sought payment from Mr H for the laptop he ordered and kept, and the ones sent in error, under a regulated catalogue shopping account. Our service is able to consider complaints relating to these sorts of regulated consumer credit agreements.

It's clear to me that the service Very gave to Mr H fell way below what he was entitled to expect. And that extends to the supplier who processed the orders, with whom Very shares equal liability for breach of contract under Section 75 of the Consumer Credit Act 1974. Mr H simply wanted to order one laptop using his catalogue account. But, and Very accepts this, Mr H ended up receiving two laptops because the first order hadn't been cancelled correctly, he was charged for both because of that error, he had to arrange the return of one of the laptops himself because of problems with the courier and his complaint wasn't considered by Very because they closed this down incorrectly. It wasn't until Mr H asked our service for help that Very began to take steps to address all the problems he encountered.

In my view, it's fair and right because of the problems Mr H experienced that Very should ensure he is only charged on his account for the price of the laptop he has kept. So, their offer to refund Mr H anything he paid over and above that amount is reasonable and Very must honour this. They should also honour the £114.64 they offered to pay Mr H which equated to the 20% discount they agreed to give him for the problems he experienced.

That just leaves the matter of the £150 Very has offered for the distress and inconvenience Mr H was caused. I can understand that all these issues, which occurred over several months, would have greatly inconvenienced Mr H and upset him. So, I certainly think Very should pay him compensation to recognise this. Mr H says that an appropriate figure of compensation is £4,000. I'm afraid I don't agree that this is proportionate though. We've set out our approach to distress and inconvenience payments on our website and what we think is fair can sometimes be lower than what consumers feel is fair.

It's likely that anything less than a figure in the low thousands won't be acceptable to Mr H. And establishing a fair figure isn't an exact science. Overall, I don't think that Very's offer of £150 is unreasonable.

I just want to add that I've taken into account that Mr H has asked for losses to be paid, namely income he lost because of having to deal with this issue and legal consultation fees. Mr H has confirmed to me recently though that he didn't pay any fees for the latter. And I'm afraid Mr H hasn't sent me enough evidence of income losses. I note that Mr H says he is self-employed but realistically I would have needed to have seen specific evidence that he had jobs lined up that he had to cancel because of his dispute with Very.

Mr H of course is entitled not to accept my decision and is free to pursue his complaint through other means such as through court, if he wishes.

Putting things right

Very needs to do the following (if it has not already done so):

- remove the cost of the returned laptop from Mr H's account.
- refund anything that Mr H has paid beyond the cost of the laptop. This though is limited to the dispute involving the laptops.
- pay Mr H £114.64 to honour the 20% discount they offered for the problems he experienced.
- pay £150 compensation to Mr H for the distress and inconvenience he was caused.

My final decision

I uphold this complaint and direct Shop Direct Finance Company Limited trading as very to take the action I've set out in the 'putting things right' section of my decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 18 July 2025.

Daniel Picken
Ombudsman