

## **The complaint**

Mr B complains about a purchase made from Shop Direct Finance Company Limited trading as Very for which he had tried and failed to receive a refund.

## **What happened**

On 4 November 2024, Mr B bought a voucher for a two-night getaway experience from Very, costing £98.99. The cost of the voucher was charged to Mr B's credit account with Very on a Buy Now Pay Later plan. The supplier of the getaway experience is a different merchant, who I'll call A.

Mr B contacted Very soon after purchase to say the voucher was not suitable as there was a lack of locations to choose from to book the getaway experience. He said this information was not provided beforehand and he felt misled in to making the purchase. He wanted to return the voucher and receive a refund. Mr B also said he had contacted A who had told him Very would be able to process the refund for him.

Very reviewed Mr B's concerns and said digital vouchers are strictly non-refundable. Very further said that its website does state the locations available and that these are subject to change so it would not be accepting a return of the voucher and provide a refund.

Mr B brought his complaint to our service. Our investigator reviewed the complaint and said Very's website does provide a list of locations to choose from and so enough information was provided before the purchase for Mr B to make an informed decision about whether he wanted to purchase the voucher. Our investigator said Very's website also explained that vouchers are non-refundable and A's terms and conditions state Mr B would be subject to Very's terms and conditions if he made the purchase through them. So, our investigator didn't agree that Very had done anything wrong by refusing to provide a refund.

Mr B was unhappy with this outcome and asked for an Ombudsman to consider his complaint. He said A provides specific locations you can book from on its website but Very doesn't. Mr B said the information provided by Very was therefore not sufficient. So, the complaint has now been assigned 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 would like to start by saying that I have provided a brief summary of the events that occurred above. I intend no discourtesy by this and can assure Mr B and Very that I have taken all the information provided into consideration when reaching a decision on this complaint.

In this decision, I'll concentrate my comments on what I've decided is relevant. If I don't comment on a specific issue, it's not because I've failed to consider it, but because I've decided that I don't need to comment on it to provide a fair and reasonable outcome. Our

rules allow me to do this, and this is consistent with how our service functions as a free and informal alternative to the courts.

It seems to me that when Very and our investigator said the locations available were listed on Very's website, they meant the regions in which a customer could stay were listed. Mr B however seems to be complaining that the specific hotels in which he could stay as part of the experience were not listed on Very's website. So, I have focused on this first.

I have compared both Very and A's websites for how this experience is described and to check whether and how the locations are listed. I've seen that as Mr B says, on A's website you can check which hotels can be booked by guests as part of this experience, prior to making the purchase. Very's website does not include the same amount of information and does not include a list of the hotels included in the experience. It does however include the regions in which the hotels are. This is likely because A is the supplier of the experience and as such has updated location information available to it, whilst Very sells the experience on behalf of A as its agent and it would be a little more difficult for it to have the updated information of the locations which can change.

Having said that, I need to check the information that was available to Mr B prior to purchase and whether this was enough for him to be able to make an informed decision about whether to make the purchase. Very's website explains the experience is with A. It also says:

- there are "25+ locations" to choose from
- *"Locations are subject to change and availability. Restrictions and supplements may apply, please check when booking."*
- *"LOCATIONS  
Lancashire, Devon, Cumbria, Northumberland, South Yorkshire, Dorset,  
Denbighshire, Devon, Northumberland, Bedfordshire, Leicestershire,  
Nottinghamshire, Lincolnshire, Durham, Warwickshire, Essex, Glasgow, West  
Yorkshire."*
- *"This break is available on selected dates throughout the year subject to availability, restrictions may apply to certain properties, days of the weeks and months of the year."*

So, it does explain that there is a number of specific locations to choose from, the regions of those locations are listed, locations might change, and booking is dependent on availability and might have restrictions/supplement charges. Mr B says there was a lack of locations to choose from, however I'm not sure whether he has been unable to get a booking at any of the hotels or if he was unhappy with the options provided. Either way, how these experiences work means you usually pick from a finite number of hotels, and I've not seen there was any information that suggested otherwise.

Having checked Very's website, I would say there was enough information for the customer to understand that there would be specific hotels listed in each region and they would have to choose from one, subject to availability. Just because the hotels were not listed, does not mean, in my opinion that not enough information was provided for a customer to make an informed decision about the purchase. For customers to whom the specific hotel is very important, the supplier information was present so they could check this for themselves with the supplier prior to purchase.

Very said it could not refund the voucher. When you add this experience to your basket, a pop-up appears which says:

*“Download codes that are available for immediate supply are non-cancellable. By clicking “Continue with purchase” you are requesting the immediate supply of the download code, and you will therefore lose your legal right to cancel this order under distance selling law. Please note that this product is also excluded from our 28 Day Approval Guarantee.*

*Pre-orders of download codes can be cancelled at any time before the code is sent to you - just let us know if you wish to cancel.”*

The information provided made clear that vouchers are non-refundable and that the only situation in which this could be done was before the code is sent to the customer. As Mr B did not cancel the purchase prior to the code having been sent, I don't agree that Very has treated Mr B unfairly in refusing to provide a refund. Mr B would have known the voucher was non-refundable at the time of purchase and still went on to make payment.

Lastly, A told Mr B he could get a refund from Very. I can see A's terms state the refund policy of the merchant the voucher is bought from applies. And as Very's refund policy has been described above, Mr B was unable to return the voucher. So overall, I do not agree that Mr B has been misled into making the purchase, and I don't agree Very has treated him unfairly by failing to provide a refund for the voucher.

### **My final decision**

My final decision is that I do not uphold Mr B's complaint against Shop Direct Finance Company Limited trading as Very.

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

Vanisha Patel  
**Ombudsman**