

## **The complaint**

Mrs B complains about a complaint she made to Shop Direct Finance Company Limited trading as Very about a charge made to her credit account.

## **What happened**

On 15 September 2022, Mrs B placed an order for a television with Very. The total cost of the television was £2,099 and she charged the item to her credit account with Very, selecting the 12-month Buy Now Pay Later (BNPL) option.

Mrs B says she cancelled the order, although she can't remember exactly when and how she made the cancellation. Mrs B raised a complaint to Very in which she said she had cancelled the order, not received delivery of the item and was being wrongfully charged for the item, putting her in financial difficulty and affecting her credit file.

Very reviewed the complaint and issued a final response letter on 25 March 2025. It said it cannot find any evidence to suggest the order had been cancelled, and the courier service utilised had confirmed a signed-for delivery took place on 16 September 2022, to the correct address. So, it didn't find it had done anything wrong.

Mrs B brought her complaint to our service. Our investigator said there is no evidence to suggest the order was cancelled and there is confirmation the item was successfully delivered. Our investigator questioned why it took so long for Mrs B to raise her concerns about this and overall, didn't find Very had treated Mrs B unfairly.

Mrs B asked for an Ombudsman to consider her complaint. She said that she definitely cancelled the order, that no evidence had been supplied to confirm the delivery took place and that her contract had been breached under Section 75 of the Consumer Credit Act 1974. So, the complaint has now 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 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 both parties 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 think is relevant. If I don't comment on a specific point, it's not because I've failed to consider it, but because I don't think I need to comment in order to reach a fair and reasonable outcome. Our rules allow me to do this, and this reflects the nature of our service as a free and informal alternative to the courts.

The first matter to consider is whether the order was cancelled. Mrs B has failed to provide any specific information about how or when the order was cancelled, only that she had made a conscious decision to cancel the order and therefore would have done so. Very has

supplied its logs which show customer activity on its systems from the relevant time. Having looked over these, I agree that there is no activity which indicates Mrs B made an attempt to cancel the order either by telephone or online. I therefore do not find that there is enough evidence to suggest the order was cancelled and find it was correct for Very to proceed with delivery of the item. I will now move on to consider whether the order was delivered.

The Consumer Credit Act 2015 does indicate that the responsibility or risk for good remains with the trader until the physical possession of the goods have passed over to the consumer. So, Mrs B is not wrong to argue that had the item not been delivered, her contract with Very had been breached. However, Very has supplied evidence from its courier to show that the television was delivered to the correct address on 16 September 2022 (the day after the order was placed). Mrs B was provided with confirmation the delivery would be the next day when the order was placed, and the delivery was signed for. So, overall, I find it likely the order was delivered to Mrs B's address. This means I do not find the contract was breached by Very and she has been correctly charged for it as a result.

Mrs B has raised various objections around the delivery information. She states the name of the recipient has not been taken, there is no delivery photo, and no GPS confirmation of the delivery location. In addition, she states an illegible squiggle is not adequate proof of signature for delivery. Although I appreciate Mrs B's concerns, I can see a detailed date and time stamped account of the journey and delivery of the parcel. The delivery information shows the correct location was used for delivery and a signature was taken from the individual who accepted the delivery at 11:39 on 16 September 2022.

I have balanced the information available and can see that in comparison, Mrs B has had a vague recollection of cancelling the order without being able to provide specifics. In addition, the item was charged to the account and was visible on the statements from the time the purchase was made and yet it took until around 2024 for Mrs B to start raising concerns about this to Very. Considering the financial difficulty Mrs B experienced, I would have expected concerns to be raised much sooner than they were, even if Mrs B was not expecting to be charged for the item because she thought she had cancelled it. On balance of the information available therefore, I don't find that Very made any errors in failing to verify the delivery information further as it had enough to make a reasonable decision about the complaint Mrs B was making.

I appreciate this will be disappointing for Mrs B however the evidence suggests the order was made and delivery was fulfilled the next day. So, I do not find that Very has treated her unfairly and am not upholding this complaint.

### **My final decision**

My final decision is that I do not uphold Mrs 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 Mrs B to accept or reject my decision before 14 October 2025.

Vanisha Patel  
**Ombudsman**