

The complaint

Ms P has complained that Home Retail Group Card Services Limited trading as Argos Card (“HRG”) declined her claim under Section 75 of the Consumer Credit Act 1974.

What happened

In March 2025, Ms P ordered two electrical items from a supplier I’ll refer to as A. She ordered a phone for £1,149 and a desktop for £1,959 – totalling £3,108. This was to be delivered to her home address. Ms P used a store card provided by HRG to pay for the items.

A says it delivered the items to her home address, but Ms P says she never received them. She initially tried to resolve matters directly with A, but unable to do so, she contacted HRG to raise a dispute.

HRG considered the claim as a potential breach of contract under Section 75 of the Consumer Credit Act 1974 (“s.75”). HRG declined her claim as it said A had provided evidence that the items were delivered to her home address. It provided a picture of the items in her hallway and a GPS location tracker of the delivery driver which showed it had delivered the items to her address. Ms P also provided a video of her hallway which HRG says supported its evidence that the items were left inside her home in the hallway.

Still unhappy, Ms P referred the complaint to our service. Ms P explained that she had not received the items, that all the hallways of the houses on her street looked the same, that as the items were so expensive, A ought to have either got someone to sign for them or checked their identification. She said that no one was at home that day, and all 10 of her roommates had confirmed they had not taken delivery of the goods. She also said that no one can be seen taking the delivery in the image taken by the delivery driver.

Our investigator looked into things and didn’t think Ms P’s complaint should be upheld. She said the evidence showed the items were delivered to her address, and the photo and video appeared to confirm that the items were left inside her hallway. She considered what Ms P had stated - that her roommates had confirmed they’d locked the door when they left, but the only likely way the delivery driver could have gained entry into the house is if someone had given them entry. She didn’t think Ms P could have made a chargeback claim due to using a store card, and in any event, due to the proof of delivery, there wouldn’t have been a reasonable prospect of success.

Ms P reiterated that the goods had not been delivered either to her directly or to anyone else she authorised, and she did not receive the goods. The photo showed that the package was inside the house with an open doorway, so the parcel wasn’t secured. She did not think A had shown clear proof of delivery which would be required to dispute her chargeback claim as well.

Our investigator informed Ms P that A had further explained that as the items Ms P had ordered were high value items, the driver could only leave the items at the delivery address and the person accepting delivery would have to confirm the consumers full name and

address. The driver then takes a photo of the items being left inside the home – but they don't necessarily take a picture of the person accepting delivery, and they don't require a signature. This is in accordance with the terms Ms P agreed to when she ordered the items.

Ms P reiterated her earlier point that her roommates had not taken delivery, that the delivery photo was inadequate proof of delivery. She also pointed out that A had not confirmed the name of the person that took delivery, that the burden of proof was on A and HRG to prove the items were delivered which she felt they hadn't done. Ms P also said she feels A had breached its own terms because no one had been identified, and no proof of confirmation has been provided, and the delivery went ahead without securing proper receipt. She felt this all constituted a clear breach of contract.

As things weren't resolved the 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.

Firstly, I'd like to reassure Ms P, that I have considered all her concerns carefully, but I will only be dealing with the most salient parts of her complaint in this decision as I'm required to decide matters quickly and with minimum formality. I would add that I'm sorry to hear that Ms P is unhappy and the impact it has had on her. I appreciate this has been a distressing time for her.

But it may be helpful to explain that I need to consider whether HRG – as a provider of financial services – has acted fairly and reasonably in the way it handled Ms P's claim. And it's important to note HRG isn't the supplier. S.75 is a statutory protection that enables Ms P to make a 'like claim' against HRG for breach of contract or misrepresentation by a supplier paid using credit it provided.

There are certain conditions that need to be met for s.75 to apply. From what I've seen, those conditions have been met and HRG has also agreed that s.75 applies.

I've considered if there is persuasive evidence of a breach of contract by A that means HRG should have offered a remedy when handling Ms P's claim. But I want to explain from the outset that I can only consider Ms P's complaint on that narrow basis – that is, whether it was fair and reasonable for HRG to respond to her claim in the way that it did.

In order for me to uphold Ms P's s.75 claim for breach of contract, I'd have to be satisfied that A either breached an express term of the contract or an implied term. The Consumer Rights Act 2015 (CRA) is relevant to this complaint as it implies certain terms into a contract. The CRA specifies when Ms P becomes responsible for the goods and essentially that's either when she takes delivery of the goods or when an authorised person takes delivery. The CRA also sets out what remedies are available to consumers if statutory rights under a goods or services contract are not met.

So, I've gone on to consider whether there has been a breach of a term in the contract, both A's express terms as well as any implied terms under the CRA.

I appreciate Ms P feels like the evidence A has submitted isn't in her view good enough evidence to show proof of delivery – but I don't agree. The GPS location tracker clearly shows the delivery driver went to her address. The photo A submitted, and the video Ms P submitted does strongly suggest the items were left inside her home.

I've also thought about the wider circumstances in this case. I've noted that A's process required the driver to only leave high value items at the delivery address (so not with a neighbour) and required the driver to check the person accepting delivery at the delivery address is aware of Ms P's name and address. Furthermore, I've thought about Ms P's testimony that her house would have been left locked by her roommates, and the picture clearly shows the driver had managed to gain entry into the house to leave the items in the hallway.

I appreciate Ms P says the hallways in the houses on the street look the same, but combined with the GPS location tracker showing it was her address the driver went to, and that because these items were high value, the delivery driver wasn't allowed to leave the items anywhere but the delivery address (so not with a neighbour), I'm not persuaded that it was left at another address. And once it's been delivered, it's not A's responsibility to safeguard the items.

Where there is a dispute like this, I must decide on the balance of probabilities, based on the available evidence what I think is more likely. Based on the evidence submitted by both parties, I think it's more likely the items were delivered correctly to the delivery address, and someone who had access to the property and knew Ms P's name and address accepted delivery on her behalf. So, I think it's more likely that someone at Ms P's address allowed the driver entry into her home, confirmed her name and address enabling the driver to leave the items in her hallway and to take a photo – in line with A's terms. So, I think it's likely A delivered the items to the correct delivery address with an authorised person in line with both the CRA and A's contractual terms. So, I don't think there's sufficient evidence here that there's been a breach of contract.

I don't think it's unreasonable to conclude that those living at Ms P's address would be deemed authorised to take delivery. And Ms P doesn't seem to dispute this, but she's adamant that her roommates were not in. While Ms P says her roommates were not in, so neither herself, nor any authorised people took delivery, I'm not satisfied the evidence supports her claim. I think the evidence provided by A is more persuasive – and based on this evidence I don't think it was unreasonable for HRG to not accept her claim under s.75.

I understand Ms P feels that A ought to have carried out a number of other steps to ensure the items were being safely delivered such as obtaining a signature or checked the identity of the person that took delivery or taken a photo of them. But I don't think A is contractually obligated to do this, so while I appreciate that Ms P is disappointed with the level of service provided by A, in this instance, this doesn't constitute a breach of contract on the part of A – and therefore is not something HRG is responsible for remedying under a s.75 claim.

I want to reassure Ms P that I don't disbelieve her, but the evidence doesn't support her claim that the items were not delivered to her address resulting in a breach of contract. I would suggest Mrs P report this to the police to see if they can help her retrieve these items from the person that took delivery.

Finally, as explained by our investigator, it doesn't look like Ms P has the usual rights to claim a refund under chargeback scheme as the store card run by HRG doesn't appear to be part of the main chargeback schemes. However, as explained by our investigator, given that I'm satisfied that A likely delivered these items, I don't think there would have been any reasonable prospect of success in any event.

Overall, I don't think there's sufficient evidence that there's been a breach of contract. So, I don't think HRG acted unfairly for declining her claim. While I am sorry to hear Ms P is unhappy, with s.75 in mind, I don't find there are grounds to direct HRG to refund her the full

cost of the goods or any of the costs associated with the purchases. I also don't think she's lost out because HRG didn't consider a claim under any chargeback schemes.

I should, however, point out Ms P doesn't have to accept this decision. She's also free to pursue the complaint by more formal means such as through the courts.

My final decision

For the reasons given above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 23 October 2025.

Asma Begum
Ombudsman