

## **The complaint**

Mrs C complains that Marks & Spencer Financial Services Plc (“M&SFS”) have unfairly reversed a credit they had provided her after a previous complaint with our service.

## **What happened**

In a previous complaint, M&SFS agreed to refund Mrs C for some faulty goods, based on her needing to then dispose of the faulty goods and replace them using the refunded money. Part of the agreement brokered via this service was that Mrs C would have six months to prove that the goods had been disposed of, and replacements had been acquired. This was all agreed in July 2024 between the parties.

After no suitable proof was provided of the disposal or replacement, M&SFS eventually reversed the refund on 16 May 2025, and this is the subject of this complaint. Mrs C has said that this isn’t fair, M&SFS haven’t followed the requirements of our service on the original case and have changed the evidence they required.

She complained to M&SFS, and they responded in March 2025 with a final response letter (FRL) to explain why they requested the evidence that they requested, and they issued a further FRL in late May 2025 to confirm that as the evidence wasn’t provided, they had reversed the credit.

Mrs C brought the complaint to our service and the investigator confirmed we cannot reconsider the previous outcome that was agreed with all parties. They only considered whether the reversal of the credit was fair, and said that it was, based on what had been previously agreed. They also said M&SFS had given Mrs C every opportunity to provide the evidence required, including more time, so they were satisfied they had done enough.

Mrs C didn’t agree and asked for an Ombudsman to make a final decision. She said that she hadn’t been fully aware of the requirements on her before, and that some of the detail about that case provided was wrong.

## **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.

Having done so, I agree with the investigator and feel there is very little for me to add here. It’s important to keep highlighting that the way the original complaint was to be resolved was agreed by both parties after negotiations about some of the detail. If Mrs C had any concerns or doubts about it, she should have raised these at the time, but as it was accepted by all parties, I am unable to reconsider any of that.

On this basis, I have only considered whether M&SFS have fairly reversed the credit now, not whether reversing it at all is fair, because that was already agreed between the parties.

What I have seen is that they contacted Mrs C along the way to remind her what she needed to do, they clarified the evidence she needed to supply and gave her more time when she didn't supply it.

It was in fact around ten months later before they reversed the credit, when all parties had agreed to provide the evidence required within six months, so I think they've been more than fair here and I won't be asking them to do anything more.

### **My final decision**

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 28 November 2025.

Paul Cronin  
**Ombudsman**