

## **The complaint**

Mr M has complained that Hutchison 3G UK Limited trading as Three (“Three”) is holding him liable for a credit agreement that was taken out to buy a device.

## **What happened**

The circumstances of the complaint are well known to the parties so I won’t go over everything again in detail. But, to summarise, Mr M entered into a fixed sum loan agreement with Three to buy a device on 30 November 2024. The device cost around £1,150, and the agreement was due to be paid back with monthly repayments of around £30 over three years.

The device was due to be delivered on 3 December 2024. Mr M said even though he was at home his doorbell wasn’t rung. He said he noticed the courier tracking was updated as ‘delivered’ with a photo of the parcel at his front door and his neighbour downstairs. He said when he asked his neighbour what happened she said the courier confirmed her name and as she wasn’t the person named on the delivery, the courier took the parcel back. Mr M said he spoke to the courier and it informed him the parcel wasn’t delivered but its system couldn’t be updated because it was already marked as delivered. Mr M said the courier told him Three would need to investigate. Mr M said the courier also told him it couldn’t track the parcel. Mr M contacted Three to investigate.

Three sent a final response in December 2024 to say it wasn’t upholding the complaint because there was insufficient evidence the goods weren’t delivered. It said if the package was taken by someone else at the property, it’d be a civil matter. Mr M decided to refer his complaint to the Financial Ombudsman. He explained his property is split into flats, but he couldn’t add his flat number during the order with Three. He said the photo the courier provided couldn’t verify if it was the correct parcel. He said he spoke to Three several times to find out what was happening. He said he asked for the device to be blacklisted, and he contacted the police about the incident.

One of our investigators looked into things and thought it likely the device was delivered to the correct address. He didn’t make any recommendations. Mr M didn’t agree. He reiterated the courier had told him the parcel was delivered to the wrong address and that GPS was showing another location. He said he questioned whether the parcel in the photo was from Three. He said the Consumer Rights Act 2015 (“CRA”) sets out the goods remain at the trader’s risk until they come into the physical possession of the consumer or a person identified by the consumer to take possession of the goods. Overall, he said Three failed to prove the parcel in the picture was for his device and that it didn’t act in time to investigate properly. He also said Three failed to obtain audio and visual evidence from the courier.

As the complaint wasn’t resolved, it’s 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 the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I'm required to resolve complaints quickly and with minimum formality. I want to assure Mr M and Three 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 required to decide the complaint by deciding what I think is fair and reasonable. In considering what is fair and reasonable I need to take into account the law; regulators' rule, guidance and standards (including the Consumer Duty); codes of practice and what I consider to have been good industry practice.

Mr M bought the device using a regulated fixed sum loan agreement, and our service is able to deal with complaints relating to these sorts of agreements.

Mr M is alleging he wasn't supplied the device he'd paid for, and so Three was unfair in holding him liable for the associated credit agreement.

I think I first need to point out that it's important to note the scope of what I'm able to practically investigate is to an extent limited with this sort of complaint. I need to consider how Three acted based on the evidence presented. Overall, having considered everything carefully, I don't think its answer was unfair.

I think it's important to note that it's not in dispute Mr M didn't add his flat number to the delivery order. And I don't think it's in dispute that some sort of delivery was at least attempted to the property that was recorded as the delivery address. The courier also explained to Three that Mr M had enabled the option to deliver to a neighbour and the GPS was correct for the location. Whether that was his intention, I don't think Three was unfair to conclude Mr M essentially identified someone at the relevant property to be able to take possession of the goods if he wasn't receiving it himself.

Mr M has questioned whether the parcel showing on the delivery photo was actually from Three. It would've been helpful if the photo had a higher resolution, but the parcel came with a label to say the item included a battery. It looks like the right sort of size for the device. The tracking information doesn't say there were any failed delivery attempts. Mr M hasn't said the delivery wasn't attempted at the correct time. And given the courier has recorded Mr M's first name on the delivery, on balance I think it likely was the correct parcel.

Mr M has said his neighbour told him the courier took the parcel back when they realised Mr M wasn't present. It's not clear why the neighbour or the courier wouldn't have simply checked if Mr M was home if the neighbour couldn't receive the parcel (which the courier said they could). It's curious the courier took a photo of the delivery and then would have refused to deliver the parcel. It's also not clear why when Mr M first raised the claim with Three Mr M said he didn't recognise the delivery photo rather than explaining his neighbour's testimony. I'm never going to know exactly what happened. And I think Three would have faced those same evidential challenges.

With regards to the conversations Mr M had with the courier, I've carefully reviewed the chat transcripts he's provided. But I don't think the courier definitively explained or acknowledged the parcel wasn't delivered as Mr M said. It's also not clear what further audio or visual evidence there'd have been given the courier provided a photo at delivery.

As I said above, I'll never know for certain what happened. If there are allegations that either the courier or a neighbour has stolen the device these are very serious allegations. Unlike a court, I'm unable to summon witnesses for cross examination. And Three would have faced those same challenges. It's difficult to reach firm conclusions in the informal forum that I'm able to investigate this complaint. I think it's fair Three would have wanted to be more certain the goods weren't delivered.

With regards to the way Three handled the dispute overall, I'm sorry to hear Mr M was unhappy and that he had to speak to it several times. It's not unreasonable Three had to carry out its own investigation. Ultimately it responded to the claim the same month the dispute was raised. I think it broadly handled the claim fairly. But that's not to say I don't understand why Mr M was unhappy with the answer, or why he would've wanted to hear back sooner.

Overall, I don't think I've seen enough to safely conclude that Three's answer was unfair. On balance I think Three reviewed what it had available, and I don't think it was unfair in not cancelling the credit agreement. That's not to say something hasn't gone wrong but, on balance, I don't think it received enough evidence the device wasn't delivered. I should point out that Mr M doesn't have to accept this decision. He's free to pursue the complaint by more formal means such as through the courts, where witnesses may be able to be called and cross examined. While I know it'll disappoint Mr M, I'm not going to direct Three to take any action.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 5 November 2025.

Simon Wingfield  
**Ombudsman**