

The complaint

Mrs B has complained that Sky UK Limited (Sky) is holding her liable for a credit agreement that was taken out to buy a device.

What happened

In March 2025, Mrs B entered into a Fixed Sum Loan Agreement with Sky, and in return she was supplied with a new device. The total cash price of the goods under the agreement was £852.00 and the agreement had a term of 36 months, with payments of £24.00 due for the first 24 months, followed by 12 payments of £23.00.

Mrs B says that after she delayed the delivery by two days, she opened the packaging to find that the device was missing from the device box, which she said had already been opened and that the outer packaging had been opened and glued back together. She reported this issue to Sky the day after delivery and said it immobilised the device.

Sky investigated and said as there was insufficient evidence to support Mrs B's claim that the device was not included in the package, it didn't uphold her complaint.

Unhappy with the response, Mrs B referred her complaint to this service for an independent opinion. One of our investigators looked into the complaint and said that Sky had not treated Mrs B unfairly in pursuing her for the outstanding debt because he didn't think there was enough evidence to show the device was missing from the packaging as there was no evidence the packaging had been tampered with before delivery or that it had been open and glued back together. He also said that he thought it was reasonable for Sky to question the delay in Mrs B reporting the issue, adding that Sky had been unable to reach Mrs B to find out the reason for the delay. He said Mrs B had awareness that the device had been immobilised, but that Sky said it had not shared this information with Mrs B.

Mrs B disagreed. She said that she wasn't always available to answer calls and Sky never sent her an email to query the reason for the delay or left a phone number for her to get in touch. She explained the reason for the delay in reporting the issue was that she didn't have time to set up the new device that day. She said she was assured the device would be immobilised when she reported the issue to Sky, she provided proof that she purchased a new device in May 2025, as well as photographs of the packaging, which she said showed the tamper proof element was still in tack. Our Investigator reconsidered and his opinion remained the same.

As an agreement couldn't be reached, 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.

Where evidence is incomplete, inconsistent or contradictory, as some of it is in this case, then I've based my findings on the balance of probabilities, i.e. what I think is most likely in the circumstances of this complaint.

My summary above and comments below will focus on what I consider to be the key points to this complaint. Whilst I've considered everything in detail, if I don't comment on a particular point, it's because I don't feel that I need to in order to reach a fair answer on this complaint. It's not meant as a discourtesy, but instead it reflects the informal nature of this service.

Mrs B acquired the device via a regulated consumer credit agreement. As such, this service is able to consider complaints relating to it. Sky provided Mrs B with the loan to finance the purchase of the device. It was also the supplier of the device, so it was responsible for its delivery. The agreement sets out that Mrs B would have the right to seek redress from Sky in the event of the equipment not being supplied. As such, I think we can consider Mrs B's claim that Sky breached its contract with her, by not supplying the device, and consider whether Sky acted fairly in asking Mrs B to pay the credit agreement where there is a dispute about delivery.

It's important to point out that the scope of what I'm able to practically investigate is to an extent limited with this sort of complaint, given it's impossible to know what was inside the box. I need to decide whether Sky acted fairly, based on the evidence presented to it.

The relevant legislation in this case is the Consumer Rights Act 2015 (CRA) which says that unless the trader and the consumer have agreed otherwise, the contract is to be treated as including a term that the trader must deliver the goods to the *physical possession* of the consumer, or a person identified by the consumer to take possession of the goods.

It's not in dispute here that a parcel was delivered to Mrs B and she was in possession of that parcel. The photographs provided from the delivery show a cardboard box was delivered, which matches the box that Mrs B opened. The cardboard box had a security seal around it for the intended opening, and the photographs at delivery show that this security seal was still intact. I think that picture shows that the package was undamaged, and it didn't appear to have been tampered with. The images Mrs B provided, after she had opened the package and accessed the contents, appear to show the security seal was still intact, suggesting that she accessed the contents of the package via a different opening.

Mrs B has said that the package had been glued back together. Sky's contact notes state that when Mrs B first reported the issue to it, around 30 hours after the delivery took place, she reported that both the package and the box the device was due to be in, looked fine, but that the device wasn't included in the box. When Mrs B first contacted this service, she explained that upon closer inspection the device box had already been opened and the outer packaging had been glued back together.

Sky gave Mrs B the opportunity to provide photographs of the packaging, and having reviewed the images, said that it couldn't see any traces of glue or tampering. I think that was a fair conclusion to reach and appreciate the difficulties Sky had in establishing exactly what happened. I say this because the delivery image didn't appear to show any tampering, something that Mrs B appears to have confirmed when she first got in touch with Sky. And also because the pictures Mrs B supplied were taken after she had opened both the outer packaging and device box, making it difficult to establish the condition of the device box on delivery.

Sky was also keen to understand the reason for the delay in reporting that the device wasn't delivered and it tried to reach Mrs B on the phone several times but was unsuccessful.

Whilst I haven't seen any evidence that Sky requested this information from Mrs B via another format, and think it would have been helpful if it did, I can appreciate why Sky had concerns over the delay in reporting that the device was not included in the parcel, given that it was a high value item and that any delay in opening the parcel makes it more difficult to determine what the contents were on delivery.

As well as gathering evidence from Mrs B, Sky also reached out to the delivery company to make enquiries, who said the parcel had not been found in their lost property, the proof of delivery image showed it was not tampered with and there were no reports of damage during the delivery process. Sky also confirmed there were no other reports from customers of disputed deliveries within Mrs B's postcode area during the delivery period. I think Sky treated Mrs B fairly by making these enquiries, and as they didn't reveal any reasons to suggest the device was not delivered, I don't think Sky acted unfairly by relying on this evidence before reaching an answer.

I acknowledge it would be helpful if Sky was able to provide evidence of the weight of the parcel when it was packaged, during the delivery journey and on delivery, or video or photographic evidence of the contents of the box on packaging, but unfortunately it is unable to provide this. I don't think Sky's inability to provide this information is due to any errors it made and so I don't consider it to be unreasonable.

I note that Mrs B purchased another device after Sky declined her complaint, but I'm not persuaded that this alone is enough to show that Sky was unfair in concluding the device was likely delivered to Mrs B, in light of the other evidence provided.

I'll never know for certain what happened. There are allegations that the device was stolen at some point during delivery and these are very serious allegations. Unlike a court, I'm unable to summon witnesses for cross examination, a challenge that Sky would also have faced. It's difficult to reach firm conclusions in the informal forum that I'm able to investigate this complaint in. I think it's fair Sky would have wanted to be more certain the goods weren't delivered and I'm satisfied that it made the appropriate enquiries before providing Mrs B with an answer.

Overall, having considered all the information available to Sky, I'm not persuaded its answer was an unfair one, when it said there was insufficient evidence to support that the device was not included in the package, and as a result it has held Mrs B liable for the payments due under the agreement. That's not to say something hasn't gone wrong but, on balance, I don't think Sky received enough evidence the device wasn't delivered. I should point out that Mrs B doesn't have to accept this decision and instead is free to pursue the complaint by more formal means, such as through the courts, should she wish to. It follows that I will not be asking Sky to do anything more.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 17 February 2026.

Daniella Roberts
Ombudsman