

The complaint

Mr S complains about the way Shop Direct Finance Company Limited trading as Very ('Very') handled his claim for a refund.

What happened

The background to this complaint is well known by both parties so I'll focus my decision on my findings. I issued an informal view in this case to both parties explaining why I thought the offer made by Very was fair and reasonable. Mr S said he didn't want to accept this offer at that stage and requested a final decision.

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.

As I explained to Mr S my initial findings in this case is that I think the offer Very has made to him to settle this matter is fair and reasonable. In reaching this decision, I've taken all relevant law into account including section 75 of the Consumer Credit Act 1974 ('section 75') which allows a financial business to be held jointly liable along with the supplier for breach of contract or misrepresentation.

Very has offered to pay Mr S £1,300 for the price difference between the computer he received and the one he tried to purchase. Very has been able to provide a screenshot of the price at the time Mr S tried to purchase the computer. I know Mr S thinks it was higher than £3,800 (i.e. the one Mr S intended to buy). But I'm satisfied that what Very said was the price at the time Mr S tried to purchase it is correct. I appreciate prices do fluctuate. However, I think Very has given a reasonable basis for using the price of £3,800 when considering what suitable compensation is due in this case.

From what I can see Mr S paid £2,240 for the computer he actually received. However, this price included a 20% discount code that he applied to the actual listed price. So, the actual price of the computer Mr S received was listed at its full price of £2,800. This means the price difference between the one Mr S received and the one he ordered (but was sent the wrong order) was actually £1,000. Even if I applied the discount of 20% to both computers the price difference would be £800 (i.e. £3,040 minus £2,240). I think Very has made this offer based on the sale price of £2,500 of the computer Mr S received. And it appears Very has used this figure and the figure of £3,800 for the one he tried to order (so that's why it is offering £1,300 to Mr S). So, I think Very's offer of £1,300 is fair.

Very did admit there was a pricing error for the one Mr S wanted. But that doesn't mean it had a contractual obligation to offer this to Mr S at the (incorrect) price. Either way, in my view, I think Very's offer of £1,300 is fair and reasonable. I want to make it clear that this is more than I would award so I'm not going to ask Very to add anything additional to its offer particularly as it's tried to proactively settle this matter with Mr S and to date, he has declined the offer.

Mr S says he is entitled to more compensation because Very refused a return of the computer it sent to him by mistake. But I can see from Mr S's complaint form that he said: *"I contacted Very. They acknowledged the listing was incorrect and offered a full refund upon return. However, I explained that I do not wish to return the item and instead, I want what I paid for and that they send the correct components or a proper replacement."* This seems to be in line with the call Mr S had when he contacted Very to notify it that he'd been sent the wrong item.

So, in my view, it doesn't appear to me that Very were refusing to refund Mr S but rather it was refusing to send him a replacement which is likely to be because the price of the one he wanted was higher than the one he'd paid for. Mr S appears to have wanted Very to send him the one that was priced at £3,800, which it wasn't willing to do without him first paying the price difference. I don't think this was unfair or unreasonable. As I explained to Mr S, under the Consumer Rights Act 2015 (goods not as described), the normal remedy would be for goods to be rejected and to receive a refund for the item that wasn't as described. And based on all the evidence, I'm satisfied he was offered an appropriate remedy by Very.

I can see Very has also offered to pay £150 for any distress and inconvenience caused. I also think this is fair. Raising a claim for breach of contract will always have some level of inconvenience. In the round I'm satisfied the compensation offered by Very for any customer service issues during its claims process, is fair and reasonable.

For all the above reasons, I won't be asking Very to do anything more than pay Mr S what it has offered him which totals £1,450. I appreciate this is not the outcome Mr S was hoping for. My role is to look at things informally. So, if Mr S disagrees, he can reject my decision and pursue matters by alternative means if he wants, such as court (seeking appropriate advice in the process).

My final decision

My final decision is that Shop Direct Finance Company Limited trading as Very should pay Mr S the compensation it has offered to him totalling £1,450.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 12 February 2026.

Yolande Mcleod
Ombudsman