

The complaint

Mrs P complains that Shop Direct Finance Company Limited (trading as Very) has unfairly refused to refund the cost of an item which she returned.

What happened

In late 2024, Mrs P bought an electronic device which Very financed through a credit agreement. Mrs P says she returned the item using a prepaid return label provided by Very. Mrs P was unhappy to subsequently discover that her account had not been credited with the return. She complained to Very and it said that without proof of return, it could not track the item and process the refund.

Our investigator didn't uphold the complaint. He noted that Mrs P placed two orders for the same item – one on 29 November 2024 and then on 9 December 2024 with a promotional code.

Our investigator thought Very acted reasonably when it said it couldn't track and validate the return without the receipt. He thought that as the return didn't show on Mrs P's statements, it would have been reasonable to expect her to chase the missing item.

Mrs P doesn't accept the investigation outcome. She says that Royal Mail told her that Very would need to ask it to investigate what happened with the item. Mrs P doesn't think that Very has done enough to track down the item, including checking whether the device is in use through the serial number of the device, launching its' own criminal investigation or claiming through its' own insurance. Mrs P says that Very needs to prove that she didn't send the item back, which it could do by showing that the postage label wasn't used.

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.

In cases like this, where the evidence is contradictory or inconclusive, I reach my decision based on the balance of probabilities. That means I will look at all the available evidence and decide what I think is more likely than not to have happened.

I am sorry to disappoint Mrs P but having considered her complaint I am not upholding it and will explain why.

When a customer wants to return an item to Very, it offers a choice of return options which includes using Royal Mail. In Mrs P's case, she opted to use Royal Mail and would have been directed to Royal Mail's website to create a returns label. Mrs P could then choose to either print the label off at home or use a generated QR code so that Royal Mail could print a returns label.

Very says that as part of the above process it is not provided with a copy of the downloaded returns label as this is supplied to the customer by Royal Mail. I have no reason to conclude

that this explanation is wrong. This means that Very can't provide Royal Mail with the relevant details to try and track the item down.

The returns section on Very's website includes a guide for returning items. The guide explains that customers will be presented with important information about their carrier which should be reviewed to ensure a successful return. The relevant section of Royal Mail's website says that if a customer has sent their item and then loses the receipt they would have been given in branch, it can't tell the customer their reference number and cannot use any other information like a name or address to track items. This means I don't consider it was unreasonable for Very to say that without a tracking number, it couldn't investigate further.

I appreciate that Mrs P thinks that Very needs to prove that she didn't return the item, but I respectfully disagree. She has referred to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("2013 Regulations") but on the question of returns, the 2013 Regulations say that a trader – in this case Very – must refund within 14 days of receiving the goods back or receiving proof that they have been sent back. In Mrs P's case, Very has no record of receiving the item back and Mrs P hasn't provided evidence that it was returned. So, I don't think that under the 2013 Regulations Very is obliged to proceed with the refund nor is it required to prove that Mrs P didn't return the item.

Through our investigator, I suggested that Mrs P search her emails to try and find the email she should have received from Royal Mail in case this includes further information which may help trace the item. But as Mrs P hasn't been able to provide any tracking information to Very, I wouldn't expect it to report the item as missing or make an insurance claim on her behalf. I am sorry that my decision is likely to be disappointing to Mrs P.

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 Mrs P to accept or reject my decision before 6 February 2026.

Gemma Bowen
Ombudsman