

complaint

Mr M complains that Shop Direct Finance Company Limited (trading as “Very”) won’t refund him what he paid for a television he returned, and gave him conflicting information about whether he would receive a refund.

background

In October 2015 Mr M bought a television from Very on a buy now, pay later agreement. He later asked Very to cancel this agreement and take the television back. There is a dispute about what happened next. Very said at the time, and still says, that the television was never returned. Mr M insisted that it had been returned, and he complained to our service. In May 2016 another ombudsman, Mr Jarrod Hastings, wrote a final decision in which he accepted that the television had never been returned and that Very did not have to refund Mr M’s money or cancel the agreement. Mr M did not accept that decision.

Under the terms of the agreement, Mr M would not have to pay any interest if he paid the full price of the television by 28 October 2016. Shortly before that date, Mr M phoned Very and disputed that he owed any money for the television. The call handler told him that he wouldn’t have to pay for the television, and the money he’d paid so far would be refunded. Another call handler repeated this information in a later call. But then in another call, Very told Mr M that it had not received proof that the television would be returned, and the matter was being dealt with by our service.

Mr M complained that he had been given inconsistent information in these calls. Very apologised and paid him £135 for poor service. But it maintained that he was still liable to pay for the television, including the interest which had become due. Mr M brought his complaint to our service.

Our adjudicator did not uphold this complaint. He said that Mr M’s complaint about being held liable for the television had already been dealt with by an ombudsman, so he would not consider it again. And £135 was fair compensation for the customer service issues. Mr M asked for an ombudsman’s decision.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. I do not uphold it.

I am not going to re-open Mr M’s complaint about his liability under the buy now, pay later agreement. In fact under our rules I couldn’t re-open it even if I wanted to (I don’t), as there is no new evidence about this issue.

The fact that Mr M was wrongly told by Very that his money would be refunded and he wouldn’t have to pay for the television does not mean that that now has to happen. He was and still is liable for the television, and somebody at Very telling him otherwise doesn’t mean that Very now has to make that statement true. Very’s call handlers only told him that because they didn’t know about Mr Hastings’ final decision five months earlier. Mr M did know about that when he made the phone calls, but he chose not to mention it. So I don’t think it would be fair to uphold a complaint about Mr M having been told something he already knew was wrong, and knew to be wrong all along, because he couldn’t have been

misled by it. Indeed, I think this is an ambitious complaint, and the £135 Very paid Mr M is more than enough to resolve it.

I do not think that what the call handlers told Mr M constitutes new evidence which would allow me to re-open the original complaint. They were not in possession of all the facts.

my final decision

My decision is that I do not uphold this complaint.

We will not entertain any further complaints about whether the television was returned or not. (But that does not prevent us from considering a complaint about any new issues that might arise, or have arisen, under the agreement since 21 December 2016.)

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 24 April 2017 – but if we don't hear from him, we will assume that he has rejected it.

Richard Wood
ombudsman