

## **complaint**

Mr F complains that a laptop computer that he bought is faulty and that Shop Direct Finance Company Limited will not repair it.

## **background**

Mr F bought a laptop computer from Shop Direct in December 2010. There was a problem with it in early 2011 that was corrected by Shop Direct. Mr F complained to Shop Direct that the laptop was faulty in July 2011. He was not satisfied with its response so withheld payment which resulted in adverse information being recorded on his credit file. Mr F then complained to this service.

The adjudicator did not recommend that this complaint should be upheld. He concluded that Shop Direct was acting reasonably in seeking payment for the laptop and that it was not obliged to provide Mr F with a replacement.

Mr F says that Shop Direct deliberately stalled in response to his complaint so that the interest free period would end and that he should not have to pay the additional interest and charges. He also says that when the original repair was made, a blank hard drive was installed so he had to buy replacement software.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

There was a problem with the laptop in early 2011 and a new hard drive was installed. Mr F says that the laptop has not worked properly since then but he did not complain to Shop Direct about it until July 2011 and he says that he has continued to use the laptop on a daily basis. Shop Direct says that it has asked Mr F to obtain an independent report about the computer and says that, if a manufacturing defect is present, it will reimburse the cost of the report and consider a suitable remedy. Mr F has not provided a report.

I am not persuaded that there is enough evidence to show that the laptop was of unsatisfactory quality when it was supplied to Mr F. Mr F has been asked to provide evidence about the additional software that he had to purchase when the hard drive was replaced but he has not done so. I am therefore not persuaded that it would be fair or reasonable for me to require Shop Direct to replace the laptop or to pay Mr F any compensation for the software.

I consider that Shop Direct has applied charges and interest in accordance with the terms and conditions of Mr F's account with it. The interest free offer which Mr F used to buy the laptop expired in January 2012 – more than five months after Mr F complained to Shop Direct. I am not persuaded that Shop Direct deliberately "stalled" in dealing with Mr F's complaint so that the interest free period would expire. Mr F has not made the payments that were due to his account. Shop Direct has therefore recorded adverse information on his credit file. I consider that it was entitled to record accurate information about his payment history on his credit file and I do not consider that it would be fair or reasonable for me to require it to remove that information.

**my final decision**

For these reasons, my decision is that I do not uphold Mr F's complaint.

Jarrold Hastings  
**ombudsman**