

complaint

Mr G complains that Shop Direct Finance Company Limited won't refund to his account the amount that he's been charged for goods that he didn't receive.

background

Mr G used his account with Shop Direct to make three different orders in November 2016. The first order included 19 items - 11 of which were cancelled and the charges for them were credited back to Mr G's account the same day. The second order included 12 items - 6 of which were returned and the charges for them were credited back to Mr G's account later that month. He said that 2 of the items weren't received so the charges for them were credited back to his account in February 2017. The third order included 4 items - one of which was returned and the charge for it was credited back to Mr G's account later that month. But Mr G says that there are other items that weren't delivered so he complained to Shop Direct. It said that all the orders had been collected by Mr G from a collection facility - but it said that it had given incorrect information to Mr G about cancellation of the orders - so it offered him £50 compensation. Mr G wasn't satisfied with its response so complained to this service.

The investigator didn't recommend that this complaint should be upheld. He checked Mr G's account and all the credits had been made so he couldn't see an error made by Shop Direct. He said that there was sufficient evidence to show that the items were collected by Mr G. Shop Direct had offered £50 compensation to Mr G but he concluded that he wouldn't be asking Shop Direct to do anything further.

Mr G has asked for his complaint to be considered by an ombudsman. And Shop Direct says that due to the high number of items that Mr G has reported as not received since his account was opened it has deemed his account as uneconomical to trade and his credit facility has been removed.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Shop Direct has provided evidence to show that the orders were complete when they were sent to Mr G and that he collected them from the collection facility. It also says that Mr G has been charged the correct amounts - and that has been checked by the investigator. Mr G says that he's been charged for items that he didn't receive.

I'm not persuaded that there's enough evidence in these circumstances to show that Shop Direct has made an error. And I consider it to be more likely than not that Mr G has received the items that he ordered. So I find that it wouldn't be fair or reasonable for me to require Shop Direct to refund any money to Mr G - or to take any further action in response to his complaint.

Shop Direct has offered to pay £50 compensation to Mr G. If he now wants to accept that offer I suggest that he contacts Shop Direct to see if the offer remains available to him.

my final decision

For these reasons, my decision is that I don't uphold Mr G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 7 December 2017.

Jarrold Hastings
ombudsman