

complaint

Mr B complains that Shop Direct Finance Company Limited will not give him an early settlement figure for his account.

background

Mr B had a number of credit agreements with Shop Direct. He had an account with running account credit on which the credit limit was set periodically and he had a number of fixed sum loan agreements which included goods that he had purchased on “buy now, pay later” terms. He asked Shop Direct for an early settlement figure for his account but it said that it could not give an early settlement figure for running account credit. Mr B complained to Shop Direct but was not satisfied with its response so complained to this service.

The adjudicator did not recommend that this complaint should be upheld. He concluded that the account was running account credit and that Shop Direct was therefore not required to provide Mr B with an early settlement figure.

Mr B has responded in detail and says, in summary, that the agreements that he used to purchase goods on “buy now, pay later” offers have had the interest added to the cost of the goods so cannot be deemed to be running account credit. He also refers to a number of other issues which he says he has raised with Shop Direct but to which it has not responded.

my findings

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

Mr B's account with Shop Direct is running account credit with a credit limit. The “buy now, pay later” transactions are part of the running account credit (on which interest will not be charged if the goods are fully paid for before a specified date).

The “buy now, pay later” transactions are kept separate from the other items on the account statements so that customers can choose to what transactions payments are credited. When the “buy now, pay later” offer expires, Shop Direct moves the cost of the item to the “shopping account” part of the statement, to show that the cost of the item is now payable (and interest will have been added at that stage).

I am therefore not persuaded that Shop Direct has dealt with Mr B's accounts incorrectly and I am not persuaded that there is enough evidence to show that it has failed to comply with the requirements of the Consumer Credit Act 1974. I therefore do not consider that it would be fair or reasonable for me to require Shop Direct to provide Mr B with an early settlement figure for his account.

Mr B has raised a number of other issues with Shop Direct and in his correspondence with this service. Those issues did not form part of his complaint to this service as set out on his complaint form and I am therefore unable to consider them here.

my final decision

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

Jarrold Hastings
ombudsman