

complaint

Miss H complains that she has not had a satisfactory conclusion to her complaint to Direct Home Shopping Brands Limited (Kaleidoscope). She also complains that it used an account which she had closed when she made a purchase using an introductory offer.

background

Miss H made an online purchase and an introductory offer was applied. Miss H had an account with Kaleidoscope which she says she had closed, but that was still open. Kaleidoscope used that account for Miss H's purchase. She complained to Kaleidoscope, but was not satisfied with its response so complained to this service. She wants to retain the goods free of all charges, her accounts to be closed and all details removed from Kaleidoscope's records and £1,000 compensation for her distress and inconvenience.

The adjudicator did not recommend that this complaint should be upheld. She was not able to conclude that the business had done anything substantially wrong. She concluded that it was reasonable for Miss H to make the payment that was due and for Kaleidoscope to then close the account.

Miss H says that she ordered the items on the understanding that she was being accepted on an introductory offer and would be given a new account. She says that Kaleidoscope breached the terms of the offer and that she should be able to pay for items with the facility that it offers to non-account holders. She also says that Kaleidoscope's reply to her complaint did not address the issues in her complaint and that it has not sent to her a copy of its complaints procedure. She also says that she is absolutely sure that she closed her original account and that she did so online.

my findings

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

Miss H complained to Kaleidoscope by e-mail in May 2012. It responded promptly and I consider that its response was fair and reasonable. Kaleidoscope has not provided a copy of its complaints procedure to Miss H. However, I consider that it has dealt with her complaint fairly and reasonably so I do not consider she has been adversely affected because she did not receive a copy of its complaints procedure.

I am not persuaded that there is enough evidence to show that Miss H did close her original account with Kaleidoscope. I therefore consider it to be fair and reasonable for it to have used that account when Miss H purchased goods using the same personal details (other than her title) as those it held for the original account. Kaleidoscope applied the introductory offer to Miss H's purchase so she benefitted from it, even though she was not a new account holder for Kaleidoscope's purposes. I am not persuaded that Kaleidoscope has breached the terms of the introductory offer.

Kaleidoscope has said that it will close Miss H's account when she has paid for the goods that she purchased. I consider that to be fair and reasonable.

I consider that Kaleidoscope has dealt with Miss H fairly and reasonably. I therefore do not consider that it would be fair or reasonable for me to require it to allow Miss H to retain the goods without charge or to pay any compensation to her.

my final decision

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

Jarrold Hastings
ombudsman