

## **complaint**

Mr B complains that Shop Direct Finance Company Limited (Shop Direct) assigned his accounts to another company, that defaults have been registered on his credit file and that he has not been provided with documents that he has requested.

## **background**

Mr B agreed repayment arrangements with Shop Direct. He understood that payments were to be made monthly but when Shop Direct required payments every 28 days he stopped making payments and defaults were then registered. He complained to Shop Direct but was not satisfied with its response so he complained to this service.

The adjudicator did not recommend that this complaint should be upheld. He concluded that Shop Direct had not acted unreasonably in applying a default to Mr B's accounts and assigning them to a third party.

Mr B says that his rights have not been upheld by Shop Direct and that he stopped making payments because he was given incorrect information. He says that he was under the impression that Shop Direct was not willing to verify exactly what it had told him regarding payment plans and that he was entitled to withhold any payments until clarification was made.

## **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 had two accounts with Shop Direct. Repayment arrangements were agreed for both accounts but Mr B understood that the payments were due monthly and Shop Direct required payments every 28 days. Mr B made some payments under the repayment arrangements but then stopped making payments. Shop Direct therefore recorded defaults on his credit file and assigned his accounts to a third party.

The credit agreements say account statements will be sent every 28 days. There is not enough evidence for me to be able to safely conclude that Shop Direct has agreed a different payment schedule for Mr B's repayment arrangements. There is no dispute that Mr B owes the amounts that he agreed to repay in the repayment arrangements and I do not consider that it was fair or reasonable for him to stop making repayments to his accounts in these circumstances. Shop Direct has provided evidence to show that it did send default notices to Mr B using his correct address. Shop Direct has applied charges to Mr B's accounts because of the missed payments in accordance with the account terms and conditions.

I am not persuaded that there is enough evidence to show that Shop Direct has acted improperly in its dealings with Mr B. I therefore do not consider that it would be fair or reasonable for me to require Shop Direct to reimburse the charges or to remove the adverse information that it has recorded on Mr B's credit file.

## **my final decision**

For these reasons, my final decision is that I do not uphold this complaint.

Jarrold Hastings  
**ombudsman**