

complaint

Mrs K complains that Shop Direct Finance Company Limited won't refund to her account the cost of an item that she didn't receive.

background

Mrs K has a credit account with Shop Direct. She used it in December 2016 to order an item. She was sent a confirmation which said that the item would be delivered the next day – but she says she wasn't at home and a note was left telling her that the item had been left by the side of the door. She complained to Shop Direct that she hadn't received the item. It said that it had been told by the delivery company that the item had been delivered. Mrs K wasn't satisfied with Shop Direct's response so complained to this service.

The adjudicator didn't recommend that this complaint should be upheld. She said that it was likely that the item was delivered at the correct address and signed for – so she couldn't hold Shop Direct liable for not delivering the item when the evidence suggested that it was delivered. And she said that there was no name or date on the card which Mrs K says was left by the delivery company. So the adjudicator said that there wasn't enough evidence to show that the note related to the delivery of the item from Shop Direct. And the delivery company had provided track and trace information and a signature to show that it did deliver the item.

Mrs K has asked for her complaint to be considered by an ombudsman. She says, in summary, that she's contacted the delivery company which is going to investigate the delivery further – but she says that she wants to proceed to a final decision on her complaint at this time. She says that Shop Direct hasn't investigated her complaint properly and hasn't contacted the delivery company. She also says that she didn't receive the item and she's not going to pay for an item that she hasn't received. Shop Direct says that the delivery card referred to by Mrs K doesn't include a date or tracking number – so it has no reason to believe that it was left in regards to the parcel in dispute.

my findings

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

The delivery company has provided detailed track and trace information to show that the item was delivered and signed for. Mrs K says that she didn't sign for the item and that she received a card saying that it had been left by her side door. But the card contains no information to show that it relates to the delivery of the item. Given the value of the item and the track and trace information that the delivery company has provided, I don't consider it to be likely that the item would've been left by the side door. Nor do I consider it to be likely that a note would've left which didn't include any track and trace information – particularly the time and date of delivery or a reference number for the delivery. Shop Direct did contact the delivery company when it received Mrs K's complaint – and I consider that it properly investigated her complaint.

I can see that Shop Direct has previously refunded to Mrs K's account the money that she's been charged for items that she says she didn't receive. But I'm not persuaded that there's enough evidence to show that she didn't receive this item. And I find that it wouldn't be fair or

reasonable for me to require Shop Direct to refund the cost of this item to Mrs K's account – or to take any other action in response to her complaint.

my final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 10 August 2017.

Jarrold Hastings
ombudsman