

## **complaint**

Mr M complains that Shop Direct Finance Company Limited hasn't refunded to his account the money that he paid for a TV but which he returned by courier.

## **background**

Mr M has an account with Shop Direct. He used that account to buy a TV. He wanted to return the TV so a courier collection was arranged by Shop Direct in October 2015. The cost of the TV wasn't credited to his account so he complained to Shop Direct. It said that the collection had been cancelled and that the TV hadn't been collected from him. He wasn't satisfied with its response so complained to this service.

The adjudicator didn't recommend that this complaint should be upheld. She concluded that Shop Direct's notes show that the TV wasn't collected and the tracking system shows that the collection was cancelled as there was no parcel available to collect. And she noted that every parcel which is collected is given a unique tracking number – but she couldn't see any collection which corresponds to Mr M's tracking number. Mr M doesn't have a receipt for the collection – but the adjudicator referred to the "returns" section of Shop Direct's website which says that customers should keep and retain the receipt the courier gives them until the return is processed. She also said that she was unable to consider previous problems that Mr M and others have had with Shop Direct.

Mr M has asked for his complaint to be considered by an ombudsman. He says, in summary, that Shop Direct's word has been accepted over his and that Shop Direct is a bad company and he has had previous problems dealing with it.

## **my findings**

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

Although Mr M says that the TV was collected from him, he has no documentary evidence to show that it was collected. But Shop Direct has provided documentary evidence to show that the collection was arranged but cancelled because there was no parcel to collect. So I find it to be more likely than not that the TV wasn't collected from Mr M and that Shop Direct hasn't acted incorrectly. Mr M refers to other problems he has encountered with Shop Direct. But this service considers each complaint on its individual merits – so it wouldn't be right for me to take account of any of the other problems when deciding this complaint.

For these reasons, I find that it wouldn't be fair or reasonable for me to require Shop Direct to refund the cost of the TV to Mr M's account or to take any other action in response to his complaint.

## **my final decision**

So my decision is that I don't uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 16 June 2016.

Jarrold Hastings  
**ombudsman**