

complaint

Ms B complains that Shop Direct Finance Company Limited (SDFCL) is holding her liable for goods she didn't order.

background

Ms B says that she didn't open a credit account or order goods from SDFCL in May 2015 and thinks this was done by a third party. When the disputed purchase was delivered to her address, she thought it was a gift for a member of her family. SDFCL says that as Ms B accepted the item, kept and used it and it can't now accept a return, payment remains due.

The adjudicator didn't recommend this complaint should be upheld. He wasn't persuaded that Ms B hadn't ordered the goods or given someone else permission to buy it on her behalf. It was therefore reasonable for SDFCL to seek repayment of the amount due.

Ms B disagreed saying, in summary, that she didn't order the item, it didn't arrive with an invoice, so she didn't know where to return it. She didn't receive any letters or statements because she was having problems with her post.

my findings

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

I have based my decision on the balance of probabilities – in other words, on what I consider is most likely to have happened in the light of the evidence.

I fully understand Ms B's concern and frustration. She is clear that she didn't order the item that was delivered to her. There was no invoice in the package so she didn't know where it came from. She thought it was a gift for a member of her family. But she has also said that she contacted SDFCL in May and expected it to collect the item within 3 weeks.

SDFCL has investigated and found that the credit account was opened in Ms B's name, using her correct address and email. A couple of days later a purchase was made online for an item on 52 weeks credit. It was sent to Ms B's address and signed for on delivery. SDFCL has sent statements every 28 days. As Ms B opened and used the item, it is holding her liable for the amount due to it.

Ms B accepts that she opened and used the item. But she says that there was no information included in the package, so she didn't know where to return it to, which is why she thought it had been sent as a gift. But she has also said that she received an invoice later in May, so she telephoned SDFCL and it said it would collect the item within three weeks. When it didn't collect it, she thought it was alright to keep it.

I'm not persuaded by Ms B's argument. It is simply not supported by the documentary evidence. I consider it likely that there was an invoice included with the parcel, addressed to Ms B, which would have stated the item, the cost and would also include information on how to return the item. Ms B said that she contacted SDFCL when she received the statement, which had details of the item on, later in May. SDFCL doesn't have a record of Ms B contacting it before August. In any event, the statement with details of the item was not sent to her until the middle of June. So I don't think that Ms B did ask SDFCL to collect the goods

in May. And, in any event, she opened the packaging and used it. SDCFL's returns policy is clear that goods must be returned, unused, in their original packaging and with security tags intact.

Although Ms B says that she didn't receive them, I am satisfied that SDCFL has sent statements to her every 28 days. And it seems that Ms B did receive a statement in June, yet she didn't contact SDFCL until August. If she didn't order the items, then I would have expected her to tell SDFCL about this rather sooner than she did.

Having carefully considered all of the available evidence, on balance, I find I can't safely to conclude the items were not ordered by Ms B, whether directly or implicitly. And, in either case, the SDFCL is entitled to seek full repayment of the amount outstanding. It is also reasonable that it should record the factual information about the conduct of the account to the credit reference agencies.

my final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 15 February 2016.

Karen Wharton
ombudsman