

## **complaint**

Mrs F complains that Shop Direct Finance Company Limited won't replace, or pay for repairs to, her TV.

## **background**

Mrs F bought a TV using finance supplied by Shop Direct in January 2014. The TV developed a fault in August 2015 which caused it to keep going onto the demo screen. Mrs F got a quote of £222 to repair the TV. Shop Direct agreed in November 2015 that it would cover the cost of the repair – and it said that Mrs F should get the work done and send it the receipt so it could refund the money to her. Mrs F took the TV to be repaired in December 2015 – but was told that the TV now had an issue with the plasma screen. She was told that it was wear and tear and not a manufacturing defect – and estimated the cost of repair at £800. Mrs F asked Shop Direct to replace her TV. It said that it had already agreed to the repair and would reimburse the £222 to Mrs F when she sent it the receipt. It wasn't sent the repair estimate for £800 so didn't comment on it. Mrs F wasn't satisfied with its response so complained to this service.

The adjudicator recommended that this complaint should be upheld in part. She said that Shop Direct had accepted liability for the repairs costing £222. But she didn't think it should have to pay the £800 to repair the TV as it had been confirmed that the fault was due to wear and tear. She said that it would've been reasonable for Shop Direct to have paid for the repair upfront as Mrs F couldn't afford to do so. She concluded that Shop Direct should pay £222 to Mrs F – and that it should also pay her £75 compensation to recognise the delay in the payment being made.

Shop Direct has accepted the adjudicator's recommendations (but says that it didn't know that Mrs F couldn't afford to pay for the repair upfront). But Mrs F has asked for her complaint to be considered by an ombudsman. She says, in summary, that the issue with the screen isn't a wear and tear issue and that Shop Direct should replace her TV.

## **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 plasma screen fault has been investigated by a video and audio technician. It says:

*"Fault traced to defective plasma display panel. This has failed due to general wear and tear, it is not a manufacturing defect."*

And I've been provided with no equivalent evidence to show that the fault has been caused by a manufacturing defect. I'm not persuaded that Shop Direct should be liable for a fault caused by wear and tear. So I find that it wouldn't be fair or reasonable for me to require Shop Direct to either replace Mrs F's TV or to pay for the plasma display panel to be repaired.

Shop Direct has accepted the adjudicator's recommendation that it should pay the £222 for the initial repair to Mrs F and that it should pay her a further £75 for the inconvenience that she's been caused. I find that to be fair and reasonable in the circumstances. But I don't

consider that it would be fair or reasonable for me to require it to take any other action in response to Mrs F's complaint.

**my final decision**

For these reasons, my decision is that I uphold Mrs F's complaint in part. In full and final settlement of it, I order Shop Direct Finance Company Limited to:

1. Pay £222 to Mrs F for the estimated repair cost.
2. Pay £75 to Mrs F to compensate her for the inconvenience that she's been caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 3 January 2017.

Jarrold Hastings  
**ombudsman**