

## **The complaint**

Mr B complains that he was mis-sold finance by Currys Group Limited (Currys).

### **What happened**

In January 2023, Mr B made a purchase from a Currys store. To pay for the item, Mr B used his existing revolving credit facility provided by a company I shall call "M".

The finance terms for this purchase were that Mr B would receive a nine month Buy Now Pay Later (BNPL) period. If the full amount was repaid within that time, then no interest would apply. Mr B has explained this wasn't explained to him and that he wanted interest free finance to be repaid over a two-to-three-year term. This is in line with his previous purchases from Currys. He says by the time he became aware the finance terms weren't as expected it was too late as he was rushing to leave the store to make another engagement.

As the finance arrangement wasn't what Mr B wanted, he says he tried to return the goods the following week to the store he purchased them from, but this was declined as the product had been opened. He then says he tried to sort out the terms of the finance, both with M and Currys, but couldn't get the issue resolved. Mr B says he tried to raise a complaint, but this initially didn't happen. A complaint was logged with Currys in May 2023, and it provided its final response to Mr B on 3 July 2023.

In this Currys said there was no interest free credit available for his purchase. It said the credit was provided correctly on a nine-month BNPL arrangement and provided the date he needed to make repayment by for no interest to apply. Currys also said it would pay Mr B £50 as it couldn't provide any evidence to disprove that he had tried to log a complaint earlier than May 2023.

Mr B didn't agree and referred his complaint to our service. One of our investigators considered the matter and concluded that Currys hadn't mis-sold the agreement and that Mr B was aware of what type of finance arrangement he had taken out. The investigator also said Currys offer of £50 was fair for any possible delay in a complaint being logged for him.

Mr B replied and said had it been clearly explained to him the finance was on a BNPL arrangement and not a longer-term interest free credit agreement, he never would've made the purchase.

As Mr B remains unhappy the complaint has been passed to me to decide.

### **What I've decided – and why**

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

I would also like to point out I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

In this case I'm not persuaded that Mr B has been mis-sold. The evidence from Currys suggests that the type of interest free finance arrangement Mr B says he wanted, was never available on the purchase he was making. I therefore agree with the investigator and don't

believe an advisor would have been able to complete the purchase on a type of finance that would never have been available. This is backed up by Mr B explaining that before leaving the store he was told the correct terms of the finance.

Mr B has said by the time he became aware the finance wasn't on a longer-term interest free arrangement, he was rushing to make another engagement. Mr B has said had the BNPL finance been clearly explained to him he wouldn't have gone ahead with the purchase. Had this been the case, then I don't see why he didn't cancel the purchase when it appears he clearly was aware of the finance terms beforehand.

In addition, the goods had been opened when Mr B says he tried to return them to the store the following week. Mr B appears to suggest the only reason he went ahead with the purchase was because he was rushing to make another engagement. If this was the case and Mr B was always planning on returning the items due to the type of finance being provided, then I think the product would've remain unopened to assist with that return.

As Mr B's testimony confirms he was aware of the finance terms at the point of sale, I don't find that Currys mis-sold the BNPL agreement to him.

Currys paid £50 after giving Mr B the benefit of doubt that he did try to log a complaint before one was raised in May 2023. I think this £50 is fair and reasonable for any distress caused by a delay in a complaint being raised and any inconvenience for Mr B having to make additional contract with Currys.

### **My final decision**

For the reasons I've explained, I don't require Currys Group Limited to do any more than it already has.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 17 January 2024.

Paul Blower  
**Ombudsman**