

The complaint

Miss J complains Shop Direct Finance Company Limited trading as very failed to give her access to the information she needed to know when her buy now, pay later period was ending. This resulted in her being charged interest for the items she purchased.

What happened

The details of this complaint are well-known to both parties, so I won't repeat them again here. The facts aren't in dispute, so I'll focus on giving the reasons for my decision.

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.

Having considered everything, I've reached the same conclusions as our Investigator for these reasons:

- The buy now, pay later period Miss J has complained about ended in early March 2023. So, I would have expected Shop Direct to have provided Miss J with information that clearly explained this. Shop Direct has explained the relevant information was detailed in Miss J's statements, and she had opted to receive paper statements.
- Shop Direct sent us copies of Miss J's statements for December 2022, January, and February 2023. Having reviewed them, I've seen that all three of these statements explained she had an outstanding buy now, pay later balance. And under the section headed "YOUR BUY NOW PAY LATER (BNPL) SUMMARY", all of the statements detailed she had a buy now, pay later period that was due to end in early March 2023. They also explained the amount of interest that would be charged if the purchases weren't paid for by early March 2023. I'm satisfied the statements clearly explained what Miss J owed, and when. As such, I consider she had access to the information she needed to be able to make the necessary payments if she wanted to avoid being charged interest.
- Miss J has said her buy now, pay later balance wasn't showing on the app. Given the time that's passed, there isn't enough information for me to make a finding on what Miss J could or couldn't see on her app. However, given she was receiving paper statements she still had information that showed when her buy now, pay later period was coming to an end. So, if she didn't review those statements, I can't fairly hold Shop Direct responsible if that resulted in her not paying of her purchases in time. And as it's not disputed that Miss J didn't pay for the items in time, I can't agree that Shop Direct have treated her unfairly by charging interest in line with the terms and conditions of her account. So, I don't think Shop Direct needs to do anything to put things right.

I know this isn't the outcome Miss J hoped for. However, given the above, I'm not upholding her complaint.

My final decision

My final decision is that I'm not upholding Miss J's complaint about Shop Direct Finance Company Limited trading as very.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 18 December 2023.

Sarrah Turay
Ombudsman