

The complaint

Miss R complains about the way Shop Direct Finance Company Limited trading as Very handled her account.

What happened

The background facts are well known to the parties so I will cover these briefly and focus on the reasons for my findings.

Miss R is unhappy with how Shop Direct has administered her home shopping account. Particularly how it has not refunded her for a laptop she says was not delivered and which she says it promised to credit her for and for an item she says she was double charged for in error. She adds that the address Shop Direct holds for her was changed without her permission and led to items of post not being received.

Our investigator looked into these issues and concluded that Shop Direct was not acting unfairly in charging Miss R for the items she said she didn't get. She also concluded that Shop Direct had not made a mistake in respect of the address it recorded for Miss R.

Miss R has continued to dispute the matter so it has come to me for a final 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.

Miss R has complained about several things to Shop Direct in addition to the things I will be covering in this decision. However, our investigator concluded that these are not within the jurisdiction of this service as they were brought too late. I have issued a separate jurisdiction decision explaining why I am not covering those issues here. Miss R has also raised some things at a later stage which she doesn't appear to have complained to Shop Direct about yet (such as how it handled details of her health challenges) – so I won't be considering that here.

Where matters are unclear (as they are in respect of certain issues here) I decide what is fair and reasonable based on the balance of probabilities.

For clarity, the complaint points I am considering here relate to:

- a credit for a laptop she ordered in May 2018 which she says she didn't receive as promised and a games console she says she has been charged twice for;
- her address being changed from the previous address (which I will refer to as 'JC') to a different address which she doesn't live at (which I will refer to as 'CR') resulting in her not receiving items of post in connection with her Shop Direct account.

Laptop and games console

It wouldn't be fair and reasonable for Shop Direct to charge Miss R for goods which she didn't receive and which it promised to credit her for. But I don't think there is persuasive evidence that the laptop she ordered didn't arrive or that Shop Direct agreed to credit her.

From what I understand the order was put through in 2018 for despatch to the address 'JC' which Shop Direct have on file. Miss R does not dispute that this is the correct address but she says the laptop was delivered to another flat in her block.

The difficulty here is there is no persuasive evidence to show that Miss R reported this matter at the time. I know Miss R has suggested she reported it to Shop Direct by phone but if that were the case it seems likely it would likely have been logged in a similar way to other disputes Miss R had raised. In this case there appears to be nothing on the account notes.

Miss R appears to have not chased the matter until around November 2022 based on the record which Shop Direct holds - but I would normally have expected to see this chased much sooner considering the high value of the goods. I understand Miss R has explained why she didn't do this (relating to her health difficulties) – but I don't think this in itself means I can conclude the goods were not received. Because of the passage of time – it is much harder to investigate this now. Overall, there is not persuasive evidence that the goods weren't received.

I also note that Miss R has pointed to a letter from October 2020 which she says is from Shop Direct where it agrees to refund her for the laptop. However, Shop Direct has said that this letter has not come from it. It points out several reasons this is the case including:

- it is addressed to 'JC' which wasn't the address it had on the system at the time;
- the formatting and content is not in line with its official letters;
- it has no record of this letter on its system – unlike other letters it has sent to her

Shop Direct has provided persuasive and credible information in support of the claims it has made above including the system records it holds and an explanation of why the formatting and content of the letter isn't in line with its usual process.

I also note that the letter appears to overturn previous decisions that Shop Direct made in previous complaint responses – which while possible – is unexpected in the context here. Considering this, and also the passage of time between when the letter was allegedly received and when Miss R has followed it up I don't consider it fair and reasonable to rely on this as a reason for telling Shop Direct to credit her with a refund for the laptop.

Overall, I am not persuaded that in the particular circumstances here it would be fair and reasonable to direct Shop Direct to credit Miss R for a refund in respect of the laptop.

There is another issue with a games console order which Miss R has raised. Shop Direct has clarified this order was made in 2019. Miss R says she has been billed twice with different prices. But Shop Direct explained that these charges are not for the same item. The explanation appears credible and the amounts are different (£24.99 and £249.99). I also note the passage of time from the order to this being raised also makes it difficult to conclude that Miss R is due a refund here. Overall, I am unable to fairly conclude Miss R has been billed twice for the same item – so I don't think Shop Direct should refund her.

Address change

Miss R says that Shop Direct changed her address from 'JC' to 'CR' without her permission.

Which resulted in items of post including late payment reminders and arrears letters going to the wrong place.

My starting point here is that 'CR' is not an address that Miss R doesn't have a connection with – it appears she rents the property out. So it is not necessarily an address that made no sense for her to have changed the account record to.

I know Miss R says she thought she changed her address to 'CR' for a particular order (for a bed). But Shop Direct has system notes showing that 'CR' was Miss R's main address on its system from October 2019 until May 2023 so all correspondence would be directed there. It says this change was made through Miss R's online account and in order for this to have occurred Miss R had to log in to her online account and change the personal details.

Shop Direct explained that in order for Miss R to have continued to use the account and make orders (which it appears she did) she would have had to have logged in using the postcode for 'CR'. So it seems likely that she was aware that the main account address on the system (rather than an address for a one off delivery as Miss R says) had been changed to 'CR'. I also don't see persuasive information (such as system notes) showing Miss R told Shop Direct the address was incorrect prior to the change made on the system in May 2023. I know Miss R says she had conversations about it – but in light of the information here I am unable to conclude, on balance that this was the case.

I also note Shop Direct has sent us a couple of calls to show that Miss R was aware at the time of the address change in 2019. I note there is also a call recording of Miss R speaking to Shop Direct from November 2019 where during security she first gives 'JC' as her address then when told that isn't correct gives 'CR' as the address on her account but does not ask for it to be altered. Which suggests she was aware and had consented to the main account being registered to 'CR' from an early stage. There is another call where during security Miss R gives 'CR' as the address without being prompted. While I could go back to Shop Direct and see if they can find more calls from later dates I note that what we have already is inconsistent with Miss R's testimony that she did not consent to/was not aware of her address being changed to 'CR' in 2019. So I don't consider it likely that other call recordings will show her disputing this change in any event.

For completeness I have noted that the final response letter Shop Direct sent Miss R in February 2023 was addressed to 'JC' – however, I understand this was because she had referred the complaint using this address through a third party debt owner (who it appears traced Miss R to 'JC'). Following this her address was updated on the Shop Direct system in May 2023. Overall, I don't find any of this information changes my finding above that Shop Direct did not make an error with the address change to 'CR'. So it follows that I don't think it is fairly responsible for correspondence/items going to this address.

I am sorry to hear about the personal and health challenges Miss R has described to us. I know this complaint is important to her. If she has particular requirements going forward which Shop Direct or the third party which was passed the debt need to take into account she should raise these so that they can treat her positively and sympathetically. However after looking at the evidence available in respect of the specific complaint points I have dealt with here I am unable to fairly conclude that Shop Direct should credit Miss R for items on the account or pay compensation.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept

or reject my decision before 10 September 2023.

Mark Lancod
Ombudsman