

The complaint

Ms W has complained about a faulty television she was renting from Home Technology Finance Limited, trading as Boxclever, and the way she was treated by Boxclever when waiting for it to be repaired or replaced.

What happened

Ms W hired a television from Boxclever where she paid a monthly rental fee. She said that, under her hire agreement, Boxclever was supposed to replace her television on a 'like-for-like' basis if it broke and wasn't repairable. In 2022, the television broke and Boxclever replaced it with an older model that also failed within a month of it being supplied. Ms W says she was told that she'd have to pay more for a replacement television and so she complained about the service she'd received. Ms W also complained that the manager at Boxclever who dealt with her concerns didn't do so properly, or at all.

Boxclever responded to Ms W's complaint in March 2023. It said that it had responded to Ms W's concerns appropriately. In particular, it said that it sent technicians out several times in December 2022 and January 2023 to try to fix the television, but replaced it in early January 2023. It then replaced that television the following month after further complaints and gave Ms W credit towards her rental payments. But Boxclever said that when it came to inspect the second television, it had been left outside and been weather damaged, so it wasn't able to work out what had gone wrong with it. It also said the television was broken at the time it was collected. It said that normally it would have charged the cost of repair and damage to Ms W, but in this instance it chose not to do so.

Boxclever said that it was concerned that anything it supplied could be at risk of damage when in Ms W's possession and, given the cost of replacing the previous television, the hire was no longer cost effective. So it exercised its rights to end the hire agreement, but said Ms W was able to keep the television supplied at no extra cost.

Ms W didn't accept what Boxclever said and she explained that she wished to remain a customer and also wanted further compensation for what had gone wrong. Unhappy with the answer she'd received, she referred a complaint to our service.

One of our investigators considered the complaint and said that Boxclever's offer of a complimentary television was sufficient to cover the problems that had happened. Ms W disagreed and asked for an ombudsman to review matters.

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'm not going to tell Boxclever to do anything more to settle this complaint. I'll explain why.

I've seen that the problems Ms W had with her television was for around two months,

between the end of December 2022 and end of February 2023. I've also seen that Boxclever said it was ending its agreement with Ms W the day after the replacement television was delivered in February 2023, stating that she could keep it for no further cost. Having looked at the hire terms, Boxclever were entitled to end the agreement in the way it did.

Ms W has set out in a number of emails to Boxclever the slow and rude service she says she received. She's also explained that, due to her personal circumstances, she found both not having a working television and the service received particularly draining on her. So I do appreciate this this was a difficult time for Ms W and being deprived of the television, that she was paying to hire, would have caused her some distress.

I've also seen emails from Boxclever to Ms W, explaining that at the time the second television developed a fault there weren't any replacements available of the same size and monthly price that Ms W was paying. I note that Boxclever did credit Ms W's account with an amount equivalent to just over two months of rent for the inconvenience caused, so I'm satisfied she didn't end up paying for a service she didn't receive.

Boxclever did accept that the service Ms W received, particularly around the replacement of the television for the first time, didn't meet the standards it set. And I agree that it needed to do something to compensate Ms W for what went wrong. But I agree with our investigator that gifting Ms W the television was enough to fairly resolve the particular problems Ms W had. So I won't direct it to do anything further.

My final decision

I don't uphold Ms W's complaint against Home Technology Finance Limited, trading as Boxclever.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms W to accept or reject my decision before 2 April 2024.

Mark Hutchings
Ombudsman