

The complaint

Ms O complains that Shop Direct Finance Company Limited trading as very won't refund a payment she made using a revolving credit account.

What happened

In November 2022, Ms O bought a washing machine financed by a revolving credit facility provided by Shop Direct. She says that she didn't have the machine installed until April 2023 as it was bought for her new home. She says that the machine wasn't washing clothes properly, so she stopped using it. She then tried again a few months later but the problem persisted so she contacted Shop Direct in August 2023.

An engineer was called to inspect the machine. The engineer said a valve was faulty and this was replaced. The engineer then tested the machine and said it was working correctly. Ms O called Shop Direct a few days later to say the machine was still not washing clothes properly. An engineer came to inspect the machine again. The engineer concluded that the machine was not faulty, and the issue was caused by Ms O using the wrong washing cycle and settings.

Ms O said that the engineer had told her that the machine was fitted with a weighing mechanism that would suggest the best wash time and amount of water. Ms O said this was not made clear on the product description before she bought it. She said that the shortest wash cycle that produced a good wash she had managed to find on the machine was nearly 4 hours long. She said this was much longer than her previous machine and was therefore not fit for purpose.

Shop Direct didn't agree to provide a refund as the washing machine wasn't faulty. Our investigator was of the view that Shop Direct hadn't acted unfairly in making that decision.

Ms O didn't agree, so the complaint has been passed 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.

In doing so, I'm required to take into account (among other things) any relevant law. In this case that includes section 75 of the Consumer Credit Act 1974 ("section 75").

The general effect of section 75 is that if Ms O has a claim for breach of contract or misrepresentation against the supplier of goods she has purchased, she can bring a like claim against the provider of credit. There are certain conditions that need to be met for Ms O to be able to make a section 75 claim against Shop Direct, but I'm satisfied those conditions are met here.

Ms O says there was a breach of contract because the washing machine is faulty and not fit for purpose. However, I've not seen anything to persuade me that the washing machine is

currently not functioning as it should. While there appears to have been a faulty valve initially, this was replaced. Since then, an engineer has inspected the machine and concluded that it is working as expected. Ms O hasn't been able to provide anything persuasive to show there is still a fault with the machine. From everything I've seen the issues with the performance of the washes appear to be due to the way Ms O is using it, rather than any problem with the machine itself.

While I appreciate that the time the wash cycle takes is disappointing to Ms O, this does not mean the machine is faulty or not functioning as it was intended, just that it is different to her previous machine. I'm therefore not persuaded there has been any breach of contract.

Ms O also says there was a misrepresentation as the washing machine was not correctly described. I've reviewed the listing on the website that Ms O ordered the machine from. Having done so, I've not seen anything that would lead me to conclude that the washing machine was misrepresented to her.

As I don't think there has been a misrepresentation or breach of contract, I don't think Shop Direct has acted unfairly and unreasonably by not offering Ms O with a refund.

My final decision

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms O to accept or reject my decision before 12 August 2024.

Tero Hiltunen
Ombudsman