

## **The complaint**

Miss B has complained about the way Sky UK Limited dealt with a claim she'd made in relation to a faulty laptop she'd bought using a fixed sum loan agreement she had with it.

## **What happened**

On 1 June 2023 Miss B bought a laptop using a fixed sum loan agreement from Sky. The laptop cost £588; she made an upfront payment of £32; she was due to pay it back with monthly payments of around £15 for 3 years followed by monthly payments of £1 for another year.

Miss B said the laptop only worked for a short time before it developed a software issue. She said she reported it to Sky within around a month and it took a long time to resolve things.

Miss B contacted the Financial Ombudsman in November 2023 and said she wanted a replacement device or for the finance agreement to be cancelled. Sky sent a final response and offered to cancel the agreement in November 2023. Miss B requested all her payments were refunded, the laptop was collected, and copies of all call recordings from June to the end of November 2023.

Sky offered Miss B a full refund and £100 compensation, but she refused the offer. She said she thought it broke the law by previously telling her she was not legally entitled to exit her contract. She said Sky left her with a broken laptop from July to November 2023. She was unhappy with the way it was sorting out the refund, and the length of time it was taking. Miss B said she'd been put to a great deal of trouble.

One of our investigators looked into things and ultimately said she couldn't see Miss B reported a problem with the laptop in July 2023 and thought the issue had likely been reported in September 2023. But she said there had been some customer service failings and that Miss B had to make several calls to resolve matters. Sky offered a further £100 compensation, bringing it to £200 in total, which she thought was broadly fair.

Miss B didn't agree. She reiterated she had reported the problem in July 2023. She didn't think the compensation was fair either. She highlighted that originally our investigator had thought Sky had sent Miss B another laptop which it wasn't going to charge her for, so she couldn't see how the subsequent assessment that £200 should be paid was fair. Miss B didn't agree the compensation fairly reflected what went wrong.

## **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 want to acknowledge I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I'm required to decide matters quickly and with minimum formality. But I want to assure Miss B and Sky that I've reviewed everything on file. And if I don't comment on something, it's not because I haven't

considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

Miss B bought the laptop using a fixed sum loan agreement with Sky. And our service is able to consider complaints relating to these sorts of agreement.

I'm very sorry to hear how the complaint has impacted Miss B. I can see she's spoken to numerous agents, and she's told us the situation has impacted her wellbeing. I can't imagine how she must feel, but I want to thank her for taking the time to refer her complaint to our service.

Miss B bought the laptop in June 2023. She's said there were problems with it. I don't have much supporting evidence of a fault, but Sky agreed in November 2023 to cancel the credit agreement, and it refunded all payments the following month. While I know Miss B is unhappy with the way Sky handled things with regards to the quality of the laptop, given what I've said above about resolving complaints quickly and with minimum formality, I don't think I need to decide anything further to do with the cost of the actual goods Miss B said weren't of satisfactory quality. The only thing left to decide is whether Sky needs to do anything in relation to how it handled the claim overall.

On the one hand Miss B said things went wrong within either within a couple of weeks of taking possession of the laptop, or the following month. But on the other hand she said in a call with Sky in September 2023 that it was working for a few months before the issue. While I appreciate Miss B is adamant she spoke to Sky about the fault in July 2023, I've not seen sufficient evidence of that.

Miss B was understandably very unhappy she didn't receive packaging to return the laptop within a reasonable amount of time when I can see she requested help in September 2023. Sky said it sent packaging several times. It's not clear what happened, but it's clear why Miss B continued to request help. She said she was unable to take the laptop to a store because there wasn't one nearby. And she didn't have facilities to print the label to return the laptop herself.

Miss B contacted various parties to find out what was happening. She's said calls were dropped by Sky. Sky has acknowledged delays and that Miss B's journey wasn't as expected. So it must have been very frustrating for her. I can see Miss B spoke to several agents particularly from September 2023 onwards. And it wasn't until November 2023 Sky offered to end the agreement and December 2023 that it processed the refund. I'll never know if there were any postal issues with the sending of the packaging that weren't the responsibility of Sky. But I agree it took longer than it should have done to resolve. Sky could have looked at other options to collect the laptop sooner than November 2023 given how long it was taking, and the problems Miss B was saying she was having.

Miss B hasn't had to pay for any use of the laptop for the limited time she was able to use it which I think is fair. Sky didn't insist on a repair attempt given how long things were taking, which I think is fair as well. I need to primarily focus on what happened up to the point Sky sent its final response letter in November 2023 because that period relates to the events it's had the chance to consider. Based on the evidence supplied, it's not in dispute there's nearly three months of back and forth between the parties trying to resolve things. I agree it should have been resolved sooner. Sky has offered £200 compensation for the trouble and upset caused. No amount of money will change what's happened. And while Miss B may not agree, I don't think £200 compensation is clearly unfair. I think it broadly reflects the impact and recognises Sky could have handled things better over the relevant period. I'm not going to direct it to do more.

**My final decision**

My final decision is that I uphold this complaint and, to the extent not done so already, direct Sky UK Limited to pay Miss B a total of £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 12 December 2024.

Simon Wingfield  
**Ombudsman**