

The complaint

Mr V says Shop Direct Finance Company Limited (“Shop Direct”), trading as Very, were unreasonable to refuse to change his payment date.

What happened

Mr V signed up for a running credit agreement with Shop Direct in February 2021.

He was disappointed that Shop Direct refused to change the date his payments were due. He says that has led to him incurring interest charges as he wasn’t paid until after the due date.

Shop Direct explained that they couldn’t change the fixed payment date that had been allocated to Mr V.

Our investigator didn’t think Shop Direct had been unreasonable. She explained that there was nothing in the terms and conditions of the account that suggested Shop Direct would be able to change the date payments were due or the date when interest would become due on goods purchased under Buy Now Pay Later (BNPL) terms.

Mr V disagreed with the investigator’s opinion he said there was nothing in Shop Direct’s terms that prevented them from changing his payment date.

Mr V’s complaint has been referred to me, an ombudsman, to make 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.

I know it will disappoint Mr V, but I’m not upholding this complaint. I’ll explain why.

Where the information I’ve got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I’ve read and considered the whole file, but I’ll concentrate my comments on what I think is relevant. If I don’t comment on any specific point, it’s not because I’ve failed to take it on board and think about it but because I don’t think I need to comment on it in order to reach what I think is the right outcome.

While I understand it would be more convenient for Mr V’s payment date to fall after he was paid, I don’t think Shop Direct were compelled to agree to change it. The terms of the agreement explained that payments would be due 20 days after the date of the statement and I can’t see that ever changed. Nor was there a promise in that agreement that the fixed date of payment would be one Mr V could determine.

Mr V says that the terms didn't explain that Shop Direct couldn't change the date of payment and that's true, but in the absence of any agreement compelling them to do so, I don't think they were unreasonable to set a date of their choosing.

I don't think Shop Direct have, therefore, been unreasonable and I'm not asking them to take any action.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 1 October 2024.

Phillip McMahon
Ombudsman