

The complaint

Mr W complains that goods he purchased with finance provided by Etika Finance UK Ltd were never delivered.

What happened

In August 2023 Mr W entered into a regulated fixed sum loan agreement with Etika Finance to finance his purchase of a caravan awning from a third party (“the merchant”). He says that the awning was delivered to the wrong address and that he has never received it. He complained to the merchant about this, and it carried out an investigation, but it concluded that the awning had been delivered to the correct address.

Being dissatisfied with that response, Mr W complained to our service. He is represented by his daughter, Miss W. That complaint was initially treated as a complaint about the merchant, but another ombudsman ascertained that the merchant’s actions did not fall within our jurisdiction, and so this complaint was raised with Etika Finance instead.¹ Etika Finance agreed to waive its right to take up to eight weeks to investigate the matter, so that the progress of this case would not be delayed.

Meanwhile, one of our investigators reviewed this case, but she did not uphold it. She thought that the merchant had supplied enough evidence to show that the awning had been delivered to the correct address, and that Mr W and his daughter had failed to prove otherwise. Miss W did not accept that opinion, and so she asked for an ombudsman’s decision. This case was then referred to me.

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 done so, I do not uphold it.

The delivery driver has provided two photos. One of them is too blurry to be helpful, but the other is a photo of Mr W’s front door, which is open. I can see the door number on it, and it matches his address. I have also compared it with photos of Mr W’s front door which have been provided by Miss W, and it clearly matches; not only the door number but the distinctive scuff marks on the door are identical.

The delivery driver also provided his GPS coordinates at the time of delivery, which when entered into Google Maps shows the building in which Mr W lives. There is no building nearby with the same flat number as Mr W, and the doors on the building match the one in the photos I mentioned in the previous paragraph.

¹ Under section 75 of the Consumer Credit Act 1974, Etika Finance is liable for the merchant’s failure to deliver the goods (if indeed they were not delivered).

The delivery driver told the merchant that the door was answered by a woman who said she was Mr W's wife, and who gave his first name. The driver entered that name into his digital record of the delivery; unfortunately he failed to delete part of the previous customer's name and so three letters from that other name were added to the end of Mr W's first name, but I accept that explanation about the reason for the discrepancy. So I don't think the extra letters are evidence that the goods were delivered somewhere else.

For the above reasons, I am satisfied that the goods were delivered to the correct address. Etika Finance is not liable for whatever may have happened to them after that, and so there is no basis for me to require Etika Finance to cancel the loan agreement.

My final decision

My decision is that I do not uphold this complaint.

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

Richard Wood
Ombudsman