

The complaint

Mr H complains that Home Retail Group Card Services Limited, trading as Argos Card ("Argos") were unfair to charge him interest and report adverse information to his credit file. He says they failed to tell him a Buy Now Pay Later (BNPL) transaction was falling due for payment.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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 Argos, but I agree with the investigator's view of this complaint. Please let me 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.

The terms and conditions of the BNPL account explain that a statement will be issued each month. Argos say they sent statements to Mr H's email address and that they would only have sent paper copies if the emails weren't opened. Those statements would have explained when the BNPL terms expired.

Mr H has explained that when he made a subject access request to Argos the emails alerting him to statements weren't included. Argos say that as there were no bounced emails it is clear the statements, that are automatically generated by a third party, must have been dispatched and read.

I've considered whether Argos have been fair in the circumstances, and I don't think they have been. The terms of the account explained that they would remind Mr H the month before the BNPL was coming to an end, and that statements would be sent monthly. I don't think I've seen sufficient evidence those documents were sent. Argos have provided template letters, but their systems don't show that emails were sent and, although Argos have explained the emails were sent by a third party company, I've not seen date stamped evidence confirming dispatch from them either. Mr H paid the full balance as soon as he realised the error and I think it's likely he would; therefore, have paid a few days earlier had he realised the payment was due.

Putting things right

In those circumstances, while it's clear the responsibility to pay is Mr H's, I think Argos could have been more reasonable and accepted Mr H's explanation. It's for those reasons that I think it would be fair for them to remove the deferred interest of £978.98 along with any late payment fees, associated interest, and adverse credit markers they may have reported in relation to that debt.

My final decision

For the reasons I've given above, I uphold this complaint and tell Home Retail Group Card Services Limited to remove the deferred interest of £978.98 along with any late payment fees, associated interest, and adverse credit markers they may have reported in relation to that debt: and close his account as requested.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 25 December 2023.

Phillip McMahon
Ombudsman