

## **The complaint**

Mr F complains Opos Limited have failed to take payments towards his debt when they should have.

## **What happened**

Mr F has a credit card account with a company I'll refer to as T. They defaulted Mr F's credit card on 24 April 2023. In August 2023 T asked Opos to get in touch with Mr F and set up a repayment plan.

Mr F says he set up a plan, but then Opos cancelled it for no reason. When he tried to get the plan back in place, he had a lot of difficulties in doing so. Mr F says Opos just don't reply to his emails, and haven't set up the plan again so has no chance of a resolution anytime soon. Because of these issues, Mr F complained.

Opos said they could see Mr F had a payment of £60 due on 30 September 2024 by Continuous Payment Authority (CPA). The payment wasn't made in time, so the agreement they had in place failed. Opos acknowledged a payment of £60 was received on 2 October 2024 – but the payment didn't reach them in time to prevent the agreement being cancelled. Because the plan cancelled, Opos said they'd need to complete new affordability checks to ensure Mr F could afford any new agreement. Opos said they'd pass on Mr F's concerns about the online chat, and had reset the payment arrangement for £60 on the 30<sup>th</sup> of every month – with the first payment now due on 30 November 2024. Opos added this payment could be made by calling them, logging in online – and that he could link the debit card for automatic payments. Overall, Opos didn't think they'd done anything wrong.

As I understand it, the payment agreement wasn't set up, leading to Mr F receiving communication he wasn't expecting. So, he complained to Opos about not doing what they said they would.

On 13 February 2025 Opos replied and accepted they'd said they'd set up the payment plan but hadn't. They were sorry for this, upheld Mr F's complaint, and offered £25 compensation. Opos added the account had an active payment plan in place, so there was nothing else for Mr F to do.

Mr F raised a further complaint on 13 March 2025, saying Opos hadn't taken payment from him on 31 January 2025, there was an impact on his credit file, and this wasn't mentioned in the previous complaint response.

Opos said at the time they issued their response Mr F's agreement hadn't failed – but they did acknowledge the £60 payment due on 31 January 2025 hadn't been received. They said the potential issues of not having made the payment could have been communicated more clearly in their previous response. Opos added when the payment arrangement was set up on 14 January 2025, Mr F was told he needed to make payments manually by debit card. So, as the agreement was for him to make those payments, Opos didn't think they could be held responsible for them not happening. They did though reiterate an apology for not communicating this in their previous response.

Unhappy with all these issues, Mr F asked us to look into things.

One of our Investigators did so. He found Opos' offer of £25 was fair to put things right.

Mr F didn't accept this. In summary he said:

- Originally he missed a payment which was his mistake
- He called and set up the CPA which Opos said they had, but hadn't, so he missed a payment through no fault of his own
- Opos said sorry, and said they'd set up another plan, but didn't so he missed another payment
- During the complaint Opos told him the account would be on hold, but he received chasers for payments despite this

So, the complaint's been passed to me to decide.

### **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 think it's important to explain I've considered all of the information provided by both parties in reaching my decision. If I've not reflected or answered something that's been said it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is.

Based on the above information Opos accept that at times they've not handled things well. So, it comes down to deciding what additional compensation, if any, is appropriate. To decide that I'll consider Opos' actions, but I also need to take into account Mr F's actions. Generally it's reasonable to say consumers have a duty to mitigate any losses, or impact, they may otherwise be caused by a financial business.

I can see Opos contacted Mr F on 30 September 2024 explaining they hadn't received payment from him. They asked him to make the payment immediately.

Mr F replied on 2 October 2024 saying he'd made the payment by bank transfer. This matches what Opos said previously – that Mr F didn't make the payment by the due date. So, I can't say Opos did anything wrong in cancelling the payment plan – as Mr F didn't make the payment on the agreed date. I can see Mr F accepts this was his error too.

In February and March 2024, I can see there is a lot of back and forth. At times, Mr F is chasing Opos for a reply – and I think they should have been more proactive in responding to Mr F's emails.

At times I find their communication confusing as well. As an example – in the second complaint response dated 13 February 2025 they're telling Mr F there is an active plan in place so there isn't anything Mr F has to do.

But, no payment was taken in January 2025 – which Opos would have known at that point – and they then say Mr F should have known he had to make payment.

All of that said, I can't ignore that Mr F hasn't been significantly impacted by any of these issues. What I mean by that is he had the ability to make payments whenever he wanted – as Opos had made it clear he could call them, log on to do so online and so on. In addition,

the account had already been defaulted, so I can't see this would have impacted his credit file.

Taking everything into account, I'm satisfied the £25 Opos have offered is a fair way to resolve this complaint.

### **My final decision**

Given all the circumstances of this case I'm satisfied Opos Limited have made a fair offer to resolve this complaint.

So, my decision is Opos Limited should pay Mr F £25 compensation – if they haven't already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 30 October 2025.

Jon Pearce

**Ombudsman**