

## **complaint**

Mr W complained Clear View Finance Limited didn't pass on his money to his creditors.

## **background**

Mr W took out a debt management plan in 2012. He agreed to pay Clear View £112 per month and they would share £87 amongst his seven creditors. Mr W found this wasn't happening and complained to Clear View. They sent him terms and conditions which showed they could take up to 90% in fees from his monthly payments. He brought his complaint to the ombudsman service.

Although Clear View never responded to our requests for information, our adjudicator felt she'd enough evidence to show Mr W hadn't been treated fairly. She asked Clear View to pay him back the increased monthly fees, £1,108, along with 8% simple interest. She felt Clear View's actions had distressed Mr W and asked them to pay him £250 as well.

Clear View never responded so this case has been passed to an ombudsman.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr W has told us he was happy to pay the £25 monthly fee he agreed when he first got a debt management plan with Clear View. He'd never seen the terms and conditions for a debt reduction plan which Clear View appear to have put him on a year later. He's also told us he never received regular statements from Clear View.

I believe Mr W. This is partly because the Financial Conduct Authority found Clear View wasn't giving statements to their customers as was required.

It's worth saying upfront Clear View has had plenty of opportunity to answer our questions about Mr W's complaint. I'm sure they know he's complained about their treatment of him.

I appreciate Clear View believes Mr W agreed a debt reduction plan and therefore signed up to paying fees that could, and indeed did, amount to a maximum of 90% of his monthly payments. I don't believe there's enough evidence to show this was ever explained clearly, as required, to Mr W.

I broadly agree with our adjudicator about what she thought Clear View should do to put things right.

Mr W knows we've not been able to get Clear View to respond to us so there is a chance they will ignore this final decision, even though they should follow what we instruct them to do. This would not be fair particularly as they've kept Mr W's money which he could have used to pay his debts. I'm pleased Mr W has got another debt management plan where his money is all being used to pay off his creditors.

### **my final decision**

For the reasons I've given, my final decision is to uphold Mr W's complaint. I instruct Clear View Finance Limited to:

- pay back £1,108 to Mr W which they took without him knowing and agreeing;
- add 8% simple interest to those amounts from the date Mr W paid monthly payments until the date of settlement; and
- give Mr W £250 for the distress they've caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 7 September 2015.

Sandra Quinn  
**ombudsman**