

## **The complaint**

Mr C complains that The Royal Bank of Scotland plc failed to send literature for his account in large print.

## **What happened**

Mr C had a current account and a savings account with RBS.

Mr C has a visual impairment. He says he needs size 19 font to be used in documents - otherwise he cannot read them. Mr C made RBS aware of his requirements in January 2019. Despite this, Mr C says he's been sent numerous documents in small print. He's complained to RBS about this on several occasions and each time it has accepted that it's made an error. Mr C referred his complaints to our service and, at that stage, RBS agreed to pay Mr C further compensation to resolve his complaints.

Despite this, Mr C says that RBS has continued to send him documentation in small print. In August 2021, he says he received a letter with a leaflet enclosed. Both the letter and the leaflet were in small print. He complained to RBS again. It accepted this shouldn't have happened. It apologised to him. But, its final response letter was in small print. When he complained about this RBS sent him a cheque for £400 by way of compensation. But Mr C didn't think this was enough to compensate him for what happened. He complained to our service.

Our investigator looked into his complaint. Mr C told us about the impact RBS's actions had on his mental health. He says he doesn't feel part of society because of the way RBS has treated him.

Having considered everything our investigator thought it was fair and reasonable to ask RBS to pay Mr C a further £100 by way of compensation. RBS accepted this.

Mr C wasn't happy with the proposed resolution. He said it wasn't acceptable for RBS to try to "buy him off" in the hope that he'd just drop his complaints. He said he wanted the extra £100 to be sent to him within 28 days.

RBS sent a cheque for the additional £100 in its letter dated 17 November 2021. But, Mr C says the letter enclosing the cheque was typed in font size 16 – so he couldn't read it.

Our investigator looked into what Mr C said. RBS provided evidence that the letter had been sent using font size 19 and it appeared to our investigator the copy letter provided to our service by Mr C was in font size 19. Our investigator said he didn't have enough evidence to support what Mr C said. He didn't think RBS should have to do anything more to resolve the complaint.

Mr C didn't agree. So, the complaint has been passed to me to resolve.

## **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.

This complaint is about the letter and leaflet sent to Mr C in August 2021 and the subsequent correspondence from RBS. I can see that Mr C has made a number of historical complaints about RBS. RBS has already issued its final response letters in relation to those complaints and Mr C has accepted its offers of compensation. So, although I've taken into account the sequence of events here, in this decision I won't be dealing with any of Mr C's previous complaints. I'm only dealing with his complaint about the letter and leaflet he was sent in August 2021 and the subsequent correspondence from RBS.

There is no dispute that the correspondence RBS sent to Mr C in August 2021 was in small print. That was an error on its part. Mr C had made clear to RBS, and it had noted in its records, that Mr C required all documentation to be font size 19. And, as I've noted above this wasn't the first time this had happened. Mr C had already made several complaints to RBS and on each occasion it had accepted that its actions had fallen short of what it should reasonably have been expected to do. In these circumstances, I can understand how Mr C would've felt when he received further literature which was in small print.

Mr C has told us about the impact this has had on his mental health. He says he had to attend his general practitioner after receiving the literature and he felt he wasn't part of society.

When thinking about what Mr C has told us, I'm required to take into account – amongst other things – relevant law and regulations. So, I've taken the Equality Act 2010 into account when deciding this complaint – given that it's relevant law – but I've ultimately decided this complaint based on what's fair and reasonable. If Mr C wants a decision on whether RBS has breached the Equality Act 2010, then he'd need to go to Court.

The Equality Act 2010 requires businesses to make reasonable adjustments for disabled people. RBS accepted that Mr C has a visual impairment. It agreed to adjust its procedures so that all literature sent to him would be in font size 19. But, it's failed to implement that adjustment in a consistent way.

In August 2021 RBS sent a letter and a leaflet to Mr C. This documentation was about the Financial Services Compensation Scheme. The letter and accompanying leaflet were not in font size 19. This was general information which RBS sent to all its customers. And it appears Mr C was aware that it was general information – and not specific information about his account.

RBS says this letter was sent because Mr C still held a savings account with it. Mr C had switched his current account to another provider. But, that didn't apply to his savings account. In the absence of a specific instruction, I don't think RBS did anything wrong when it didn't close the savings account. However, that meant he was still registered as a customer and that's why the information about the Financial Service Compensation Scheme was sent to him. In line with his instructions and the information RBS held on its records this information should've been sent in large print. It wasn't.

There is no dispute that RBS erred when it sent this material to Mr C. RBS apologised to Mr C for sending him this material with an incorrect font size and offered to pay him £400 by way of compensation for its error. After the complaint was referred to our service RBS said it would pay Mr C further compensation. It sent him a further cheque for £100 and confirmed it

had closed the savings account. So, it said that after this, Mr C shouldn't receive any further correspondence from RBS about his account.

When considering whether this total amount (£500) was fair and reasonable compensation for what happened, I've taken into account the history of events, the distress and upset caused to Mr C and the type of material that was sent.

The material sent to Mr C was general information. As mentioned above it didn't contain any specific account information – such as his balance or transactional details. But, that doesn't mean it didn't have an impact on his feelings.

I've carefully noted what he's told us. He says he had to attend his general practitioner and he felt he wasn't part of society. Mr C hasn't provided evidence to support what he's said, but I've no reason to doubt the strength of his feelings and the impact this would've had on him. He'd received another letter from RBS in the wrong font size – despite having already complained to RBS several times previously and been assured it wouldn't happen again. In these circumstances, Mr C doesn't think it's good enough for RBS to continue making mistakes and “get away with it” simply by paying him compensation.

When considering complaints of this nature our role isn't to fine or punish a business when it makes mistakes. We consider what is fair and reasonable. That does mean I can take into account the number of times RBS has made the same mistake despite having told Mr C it was sorry and assuring him it wouldn't happen again. I'm satisfied that the sequence of events heightened the distress and upset RBS caused here. But, having considered everything, I'm persuaded, on balance, this has been taken into account in the award of compensation that's already been paid here. I think £500 is fair and reasonable compensation to reflect the distress and inconvenience experienced by Mr C.

I've also considered what Mr C told us about the letter dated 17 November 2021. But, I haven't seen any evidence to support what he's said.

Mr C sent our service a photograph of the letter dated 17 November 2021. And, whilst it's not possible to be entirely certain from the photograph, it does appear to be a copy of the letter which RBS also provided to us. The layout and spacing of the letter in the photograph is identical to the letter RBS sent to us. RBS has also confirmed it issued the letter in font size 19. So, I'm not persuaded, on balance, it's made a further error.

RBS has confirmed that Mr C has cashed both of the cheques (totalling £500). So, I don't require it to have to do anything more to resolve this complaint.

### **My final decision**

For the reasons given above, I uphold this complaint, in part, about The Royal Bank of Scotland plc.

The Royal Bank of Scotland plc has already paid Mr C £500 (in total) to settle the complaint and I think this is fair in all the circumstances.

So, my decision is that The Royal Bank of Scotland plc doesn't need to do anything further to resolve this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 6 June 2022.

Irene Martin  
**Ombudsman**