

The complaint

Mr C has complained that Home Retail Group Card Services Limited trading as Argos Card has treated him unfairly by defaulting his account and preventing him from re-paying his balance due to his disability. He says he's been subjected to discrimination.

What happened

The details of the complaint are well known to both parties, so I will not repeat them again here. Instead, I will focus on giving the reasons for my decision. But before proceeding to my final decision, I will outline what I said in my provisional findings issued on 31 May 2022.

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

When doing so, I'm required to take into account – amongst other things – relevant law and regulations. In this complaint Mr C feels Argos failed in its duty to make reasonable adjustments under the Equality Act 2010. 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 Argos has breached the Equality Act 2010, then he'd need to go to Court.

Despite the above, I can consider whether Argos has acted in a fair and reasonable manner. In order to do that I will consider a number of things, including the Equality Act 2010. Firstly, it is not in dispute that Argos incorrectly defaulted Mr C's account. Argos has explained that during a review of its systems and processes it came to its attention that Mr C's account had been incorrectly defaulted. Argos has provided evidence to show that it had asked for all credit reference agencies to remove the adverse data from Mr C's credit file. However, Argos hasn't been able to show how long the adverse data had been recorded, as such, it is unable to determine how long Mr C would have been impacted by this.

Argos have also advised that Mr C has previously made it aware of the error it had made and asked for the data to be removed, but Argos failed to action his request. Again, Argos hasn't been able to provide any further information in regard to this – as such, it is hard to determine the impact it had on Mr C.

I have gone on to consider Mr C's personal circumstances and the service he received from Argos. I would like to acknowledge Mr C's frustration; he says our investigator failed to understand that due to his disability, he was unable to contact Argos to discuss the issue by phone and the options available to him to repay the outstanding balance on his account were limited, he says he asked Argos how he could repay the balance online and he was ignored. As such, he says Argos failed to make reasonable adjustments.

The Equality Act says that businesses have a duty to make reasonable adjustments for customers who are placed at a substantial disadvantage due to their disability. However, in law, Argos is only required to make adjustments which are reasonable, and ones that don't fundamentally alter the nature of its service. That's relevant law and I've taken it into account when reaching my decision.

I accept Argos' response that Mr C had alternative ways to pay, which is outlined on its statements and on its internet banking website. As such he would have been aware of the alternative options available. Therefore, I can't say Argos has acted unfairly, or not made reasonable adjustments when it comes to the options available to customers in order to repay money owed on an account.

However, Mr C says he asked Argos for its assistance on how he could repay his balance online, and Argos ignored his request and closed his account. And while I haven't seen any evidence of this correspondence (nor would I have expected Mr C to have made copies of his request) on balance I am persuaded Mr C did ask Argos for assistance with this matter. I say this because, Argos has said in its correspondence to our service, that there is no reason why assistance wouldn't have been provided. However, it hasn't evidence that Mr C was assisted, by either sending its response to Mr C, or its contact notes.

Secondly, I can see Argos addressed Mr C's discrimination allegation in its final response. While, I accept the different ways customers can pay is made readily available, I have also taken into account that Mr C is a vulnerable consumer who also has a disability. And having made a request for assistance, I think Argos should have identified his vulnerability, responded to his question and ensured it was assisting a vulnerable consumer to prevent further financial detriment.

Mr C is also unhappy as Argos, in its final response to him said:

"I can assure you that we do discriminate against our customers"

Argos has said this was a typing error and it should have said :

" I can assure you we do not..."

While I appreciate Mr C's frustrations with this error and the distress it may have caused receiving a letter saying an organisation does discriminate, I am persuaded this was a typing error. And while I accept it did impact Mr C, I think it's reasonable to conclude, that human errors do occur.

Mr C is very unhappy his account was closed. But Argos has explained that when an account is defaulted (in this case we accept it was done so in error) an account is closed once the balance has been repaid. And as the account has been closed, it can't be reopened.

Again, it's important to highlight that Mr C's account was defaulted incorrectly due to an error caused by Argos. But for that error, Mr C's account wouldn't have been defaulted and as such he would still have access to his account. So I can see why Mr C's is frustrated and the fact Argos hasn't addressed that issue is disappointing.

I can see in its final response letter, Argos admitted some of its service failings and offered Mr C £100 for the inconvenience it had caused. However, I don't think this truly reflects the distress, upset and inconvenience that has been caused to Mr C.

In summary, an error occurred, which impacted his credit file. Mr C made Argos aware and asked it to remove it. Argos didn't do this straight away, causing further inconvenience to Mr C. And as a result of its error, Mr C's account was closed, and he was prevented from using his account, and as a result his account now can't be re-opened. I also think the level of service provided, given Mr C's vulnerability, was not satisfactory. As such, I require Argos to

pay Mr C £250 for the distress, upset and inconvenience caused by the overall service it has provided.”

Mr C responded to my provisional decision, he explained that the provisional findings came at a difficult time for him due to his daughter passing away and the fact he is still mourning the loss of his mother.

He said when he received the text message from Argos he was away visiting his mother in Mauritius. And due to his disability, he was unable to call Argos, to enquire how to make a payment. So, his only options were to pay online and for Argos to respond to his emails providing the bank account details. Mr C has also gone on to say he feels Argos should amend its policies and procedures in regards to reinstating his Argos card.

Argos also responded to my provisional findings outlining that it had nothing further to add.

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, my provisional findings remain the same. I will explain why. But at the outset I'd like to extend my condolences to Mr C, it's clear this has been a very difficult and upsetting time as he has suffered some close bereavements during this period, and I am truly sorry for his loss.

In my provisional findings I acknowledged Mr C's disability and due to Mr C's thorough explanation on how this impacted him, I am aware that he is limited to corresponding in writing and prevented from using the phone to handle his financial affairs. In the provisional findings, I referred to Mr C having alternative options to making a payment. And while I am aware he was unable to use the telephone and due to him being abroad unable to go into a Argos store, I am aware (due to Mr C's testimony) that he had access to the internet.

Having reviewed Argos' website, it is clear Mr C could have logged on to his online account and under 'manage my card' there is an option to pay his balance. This is highlighted clearly on Argos' website.

Mr C has gone on to provide email correspondence evidencing him asking Argos to provide bank details. However, in my provisional findings I said while Mr C hadn't provided evidence of such email (nor would I expect him to), I didn't disbelieve him because while Argos has said in its correspondence to our service, that there is no reason why assistance wouldn't have been provided it hadn't evidenced that Mr C was assisted. By either sending its response to Mr C, or providing its contact notes. So again, while I have seen evidence Mr C did contact Argos asking for its bank details and I am persuaded Argos didn't respond to this email (which I have taken into consideration when making an award for inconvenience to Mr C) I don't think this prevented Mr C making a payment, as there was alternative options as outlined above.

Mr C has gone on to say he feels Argos should amend its policy. I understand his strength of feeling towards this, but I think it's helpful to clarify our role. We provide an informal dispute resolution service and we have no regulatory or disciplinary powers. That means we can't tell a business how to operate. Where we think things have gone wrong, we look to put things right on a fair and reasonable basis. I agree Argos hasn't treated Mr C fairly and in my provisional findings I outlined how they should put things right. And my decision remains the same.

Putting things right

In summary Argos should Pay Mr C £250 for the distress, upset and inconvenience it has cause by the overall service it has provided and how it treated Mr C as a vulnerable consumer.

My final decision

My final decision is that I uphold Mr C's complaint and require Home Retail Group Card Services Limited trading as Argos Card to pay Mr C £250.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 20 July 2022.

Jade Rowe
Ombudsman