

The complaint

Mr S complains that Capital One (Europe) plc has failed to make reasonable adjustments to the way it communicates with him.

What happened

Mr S opened a credit card account with Capital One in September 2021. Later the same month, he called to ask that correspondence be sent in large print as he's registered as blind. Since then, he has continued to receive correspondence in standard print. In November 2021 he called to complain and has done so several times since.

During a call with Mr S on 2 November 2021, Capital One explained that its process was to send standard print letters followed by a larger print version. It sent a final response letter to Mr S on 17 November 2021 explaining the situation and offering audio communication as an alternative to large print.

Capital One issued a further final response letter on 27 January 2022 reiterating that its process was that he'd receive standard print letters ahead of large print ones. In February 2022, Mr S's account was updated so he'd receive audio communication as well as large print, which was confirmed by letter on 20 April 2022.

Subsequently, Mr S has continued to complain about receiving standard print letters and poor service and requested compensation. During a phone call on 1 July 2022 Capital One explained the process again, and offered £25 for the distress caused, which Mr S accepted.

Mr S has continued to complain to Capital One and has referred his complaint to us. One of our investigators looked into it. He acknowledged that Capital One's process was to send normal print as well as the large print and audio correspondence. But he felt that it should compensate Mr S for the distress the process caused. Our investigator recommended compensation of £100 including what had already been paid.

Capital One accepted our investigator's recommendation, but Mr S didn't. As there was no agreement, the complaint has been passed to me for a final 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.

Our role as a dispute resolution service is to look at individual complaints and try to resolve them on a fair and reasonable basis. We can make an award for any financial loss or material distress and inconvenience caused to a consumer as a result of mistakes made. But we don't have the power to tell businesses to change their procedures although we do seek to ensure procedures have been applied fairly.

Capital One has explained its process. Letters are generated and dispatched in standard print and subsequently, large print letters and audio versions are created and sent. So Mr S

will continue to receive standard print letters with the other formats arriving shortly afterwards. I can't interfere with that process.

I've seen copies of large print letters sent to Mr S and records of requests for the audio versions. So from what I've seen, Capital One has complied with Mr S's request for larger print and audio correspondence, it's just they follow on later. I think the process that is in place (and has been explained to Mr S) is being applied fairly. I've seen nothing to suggest that Capital One has treated him any differently from any other customer who requests large print or audio communications.

I appreciate that after asking for larger print and audio correspondence, the receipt of standard print letters early on may have caused him some distress as he may have thought his reasonable request hadn't been complied with. I think it's right he should be compensated for that. But after Capital One had explained its procedure, I think it's reasonable to expect he'd have understood that he'd receive the adapted communications a few days after receiving a standard print letter.

Having considered the distress caused to Mr S and Capital One's actions and explanations, I think Capital One should pay Mr S a further £75 compensation – a total of £100 – in resolution of this complaint.

My final decision

My final decision is that Capital One (Europe) plc, should pay Mr S a total of £100 for the distress it caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 16 June 2023.

Richard Hale

Ombudsman