

## **The complaint**

Miss O complains that Capital One (Europe) plc hasn't provided the service it should have.

## **What happened**

Miss O was provided with a credit card by Capital One in September 2022. She raised a complaint which she said took a long time to resolve and that Capital One then kept contacting her about issues that had been dealt with. She said that she hasn't been provided with the service she should have and that Capital One hasn't made reasonable adjustments for her in terms of communicating in larger font and the timings of calls. She says the poor service has caused her stress.

Capital One issued a final response to Miss O on 24 October 2023 regarding Miss O's complaint about her account being restricted and the service she received. It issued a second final response dated 10 January 2024 about Miss O's complaints that she was told her account could default in December 2023 after previously being told on a call on 27 November that she had time to prevent this. And that she was being sent emails in a small font size and that the payment arrangements had limited start dates.

Capital One acknowledged that Miss O had been provided with incorrect information on the call on 27 November 2023, which left her with an impression that a default wouldn't be applied. It apologised for this and credited her account with £100. It also said that the default would be removed if Miss O brought her account up to date within six months with monthly payments starting in February 2024.

Capital One didn't agree that Miss O hadn't been provided with the service she should have on the call on 29 December and said its agent was professional and tried to assist Miss O. It explained that its system is limited to dates it can set up a payment plan to begin (such as the date being too far in the future) which is why Miss O was asked to call back. Regarding the font size of its emails, Capital One said its system didn't allow the agent to increase the font size and it recommended that Miss O zoom in on the communications it sends.

Miss O referred her complaint to this service. Our investigator considered the issues raised and didn't uphold this complaint. He confirmed the complaint points raised as being Capital One's response to her previous complaint, not making reasonable adjustments, service failings and contact regarding issues that had been resolved. He also considered whether the default had been applied fairly.

He said that in regard to the previous complaint Miss O raised with our service an outcome had been agreed by both parties and the case was closed on 6 June 2023. The redress was paid but this was applied to Miss O's credit card account when part should have been refunded to her bank account. This issue was resolved on 3 July 2023. Because of the stress this issue caused, Capital One offered to pay Miss O £50 as an apology. This amount was then raised to £90. Our investigator thought the original £50 offered was reasonable and so was satisfied that the increased offer of £90 was fair.

Regarding Miss O's complaint about reasonable adjustments, he noted that Capital One had explained that its system couldn't be adjusted to provide emails in larger font and suggested Miss O zoom in on the email when viewing it. He didn't think that Capital One had been unreasonable in its response to this issue.

Regarding the default, our investigator noted the status of Miss O's account and didn't think that Capital One was wrong to issue the default notice when it did. He noted that Capital One had said it would remove *'the default if the customer is able to bring the account up to date within the next six months. The customer will need to make monthly payments of £162.09 with the first payment reaching the account by 11 February 2024'* and thought this offer was more than reasonable given the circumstances.

In terms of Miss O being contacted about old issues and the service she had received, our investigator thought that Capital One had legitimate reasons for its calls. He noted that Miss O had been given incorrect information on a call in November 2023 about the default notice but felt that the £100 paid for this was fair. He noted that Miss O had requested calls after 6pm and many didn't happen at that time. While he thought Capital One should try to work with Miss O's request, he didn't think this was a significant issue.

Overall, our investigator didn't require Capital One to do anything further in response to the issues Miss O had raised.

Miss O didn't agree with our investigator's view and so this case has been passed to me, an ombudsman, to issue a 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.

Miss O's complaint is about the service she has received from Capital One. There are several parts to Miss O's complaint which I have dealt with separately below.

#### *Capital One's handling of the previous complaint*

Miss O raised a previous complaint with this service and a view was issued upholding the complaint and recommending redress. The outcome was accepted by the parties and the redress actioned. The refund was made to Miss O's credit card account, but some should have been paid to her bank account. This issue was resolved, and Miss O was paid £90 compensation for the stress caused by the issues involved in the payment of the redress. Having noted that the redress was paid within a reasonable timeframe and that the issues raised were resolved in a timely way, I think that the compensation paid was reasonable. Therefore, I do not require Capital One to do anything further in regard to this part of Miss O's complaint.

#### *Reasonable adjustments*

Capital One is required to make reasonable adjustments to remove barriers. Miss O has requested correspondence in larger text which is a reasonable request. Capital One has said that it has set Miss O up to receive letters in a larger font. However, Miss O then asked about emails and while Capital One did provide Miss O with a way of enlarging the text, it didn't provide this information straight away. Given the request made by Miss O I can understand why she was frustrated by the initial response, and I agree with Miss O that she should have been told about the system limitation for emails and the way round this sooner.

### *Default and payment plans*

Miss O missed several payments to her account during 2023 and Capital One contacted her about her account being in arrears. Miss O was sent a letter about her account being restricted unless payment was made by a certain date, and as this didn't happen, I cannot say the Capital One was wrong to apply the restriction to Miss O's account. A payment plan was set up, but Miss O wasn't able to make the required payment and she contacted Capital One on 27 November 2023 about this. A 30-day breathing space was put in place and it was suggested that Miss O contact Capital One again before the end of the breathing space to discuss a payment plan. A default notice being issued was noted but Miss O was told not to worry about this as she would have time to get something set up. So, I can understand why Miss O felt following this call her account wasn't going to be defaulted.

Miss O was then sent a default notice dated 28 November 2023. This set out the action Miss O needed to take and by when. But given the information she was provided with on the November call, I can understand why she didn't think that she needed to take further action at that time. Capital One has acknowledged that Miss O was provided with incorrect information on this call and paid her £100 because of this. It also said that if she was able to bring the account up to date within six months (with the first payment being made by 11 February 2024) then the default could be removed.

I have looked at the situation on Miss O's account and while I accept that she was given incorrect information in November, I do not find that had the correct information been given this would have changed the outcome regarding a default being applied. I say this as Miss O hadn't been able to make the payments due on the account for several months and couldn't make the payment plan payment. Given this I do not find that Capital One was wrong to send a default notice.

Miss O was then given the opportunity to have the default removed, which I find fair given the information she was provided with. But as Miss O didn't make the payment due by 11 February 2024, Capital One has now said that the default won't be removed. I do not find this unreasonable.

### *Service issues*

I have addressed the incorrect information provided on the call on 27 November above. Additional to this Miss O has said that Capital One has contacted her about issues that have been resolved and that it doesn't call at the times she has requested. I have looked at the contact notes provided and can see that contact attempts have been made but these appear reasonable given the situation on Miss O's account. I note Miss O's request to be called after 6pm. Capital One has said it understood this timing to be a preference for Miss O due to her work and that it aimed to accommodate this as much as it could but that it couldn't advise of an exact time for a call back due to servicing demands. It said that when it wasn't able to reach Miss O it would leave a message or provide the information needed by email. I think it reasonable that Capital One would take into account Miss O's request for calls after 6pm and where possible accommodate this. But I also accept this might not always be possible and I find it reasonable that when contact isn't successful the option to call back or the provision of information through email is reasonable.

In conclusion, while I do not underestimate the upset and stress Miss O has been caused by the issues she has experienced, in this case, I find that the action taken in response to the incorrect information provided in November 2023 was reasonable. Capital One has now explained the issue regarding the font size in emails and a way in which Miss O can resolve this and I note it can provide letters in larger text. It has also said it will aim to accommodate the request for calls after 6pm where possible. Taking this all into account, I find the actions

taken by Capital One in response to the issues Miss O has raised are reasonable and so I do not uphold this complaint.

**My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss O to accept or reject my decision before 23 July 2024.

Jane Archer  
**Ombudsman**