

The complaint

Mr M complains that Capital One (Europe) plc (“Capital One”) didn’t do enough to support him when he told them he was in financial difficulty.

What happened

Mr M took out a credit card using an agreement with Capital One in October 2004.

In early April 2025, Mr M contacted Capital One as his circumstances had changed and he needed to speak to them to discuss his options around making payments. Mr M said his intentions were to avoid any negative impact to his credit file. Mr M also requested a signed copy of the agreement for his account. Mr M said that if Capital One were unable to provide the agreement, he thought that any payment request, defaults, and updates to credit reference agencies by them needed to be suspended.

Capital One provided their final response to Mr M later in the month. Among other things, Capital One explained that Mr M was told in early April 2025 that credit reference agencies would be informed if he was placed on a payment plan and if he was to pay less than his contractual monthly minimum payment. They explained that they were required to report accurately to credit reference agencies and how Mr M managed his account.

Capital One also processed a subject access request made by Mr M in April 2025 and issued a late payment mark on Mr M’s credit file.

Capital One provided a further response to Mr M in May 2025, as among other things, Mr M was unhappy with the subject access request he had made didn’t include the terms and conditions to the agreement he had signed. And Mr M was unhappy that Capital One reported adverse information to his credit file while there was an ongoing complaint.

Capital One, in summary, thought they had addressed Mr M’s concerns in their April 2025 final response. They also said that they partially upheld Mr M’s complaint for previously giving an incorrect date as to when Mr M signed his contract with them and for not including the terms and conditions in the subject access request made. Capital One credited Mr M’s account with £50 for the mistake they had made.

Unhappy with Capital One’s responses, Mr M referred his complaint to our service in June 2025. Among other things, Mr M didn’t think Capital One did enough to support him when he asked for help. And he said Capital One hadn’t provided a copy of the signed credit agreement.

Our investigator issued their view and she thought Capital One could have done more to support Mr M when he told them he had a mental health condition. The investigator instructed Capital One to pay an additional £100 in compensation. The investigator also explained that Capital One acted fairly and reasonably in reporting the information they did to credit reference agencies.

Capital One accepted the investigator's view. Mr M disagreed with the investigator's findings. Among other things, Mr M strongly felt that Capital One was at fault for not providing him with a signed credit agreement along with its terms and conditions. Capital One confirmed that a copy of the terms was sent to Mr M in May 2025.

As Mr M disagreed with the investigator's outcome, the complaint was passed to me to decide.

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, I'm upholding this complaint in line with what our investigator said and I'll explain why below.

I'm aware I have summarised events and comments made by both parties very briefly, in less detail than has been provided, largely in my own words. No discourtesy is intended by this. In addition, if there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is a fair outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as an alternative to the courts.

Mr M complains that Capital One has failed to provide a copy of the original signed credit agreement, along with the full terms and conditions. Mr M believes this raises concerns about the enforceability of the agreement.

As our investigator explained, only a court can decide whether or not a debt is enforceable or otherwise. So, if Mr M has concerns about the enforceability of the debt under this agreement, then I'd suggest he takes the matter to court.

Having said that, Mr M has openly said that he was a customer of Capital One for around 20 years, for which time he held a credit card account with them. Prior to raising his complaint in 2025, Mr M hadn't disputed taking out a credit agreement with Capital One. And, on the balance of probabilities, I think it is likely Mr M was aware of his responsibilities in repaying any outstanding balance owed under a credit agreement.

Mr M believes Capital One has failed in supporting him to reach a resolution which didn't result in adverse information being reported to his credit file.

Having listened to the call Mr M held with Capital One in April 2025, I can see Mr M informed them that he wouldn't be able to meet his minimum repayments on his account. Capital One proceeded to inform Mr M of his options, but I can see that Mr M didn't agree or accept those options as each instance would have resulted in reporting to his credit file. Mr M was informed that the only option that wouldn't impact his credit file was to continue to meet the minimum monthly repayments, or to pay the outstanding amount in full.

I don't think Capital One acted unfairly or unreasonably in the information they provided Mr M during that call, and in the service they provided. Mr M was given his options, albeit they were ones which Mr M didn't wish to accept.

Capital One have a duty to report correct information to credit reference agencies. This is so lenders can make accurate and informed decisions on their lending. And, in this instance, as Mr M didn't make the necessary minimum payment required, it follows that I think Capital One acted reasonably in reporting this information to Mr M's credit file.

Mr M complains that Capital One didn't do enough to support him and thought their actions were discriminatory.

Following Capital One's final response, I can see that Mr M told them that his mental health condition had been impacted by the stress this complaint had caused. Capital One responded and provided Mr M a link to a charity to reach out to if he required additional support. Considering the circumstances, I do think Capital One could have done more in this instance, such as trying to understand whether Mr M required any reasonable adjustments before they sent him a link to a third-party charity.

Mr M has explained how he felt Capital One's response was insensitive. And I can see why Mr M would feel this way. Given the circumstances, I think Capital One should pay Mr M £100 for the distress and inconvenience caused by this complaint. This is in addition to the £50 they had already credited Mr M's account, as that payment was in relation to other errors made.

My final decision

For the reasons I've explained, I uphold this complaint and I instruct Capital One (Europe) plc to put things right by paying Mr M a further £100, in addition to the £50 they say they have already given, to reflect the distress and inconvenience caused by this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 17 November 2025.

Ronesh Amin
Ombudsman