

complaint

Mr S complains he's lost money as a result of making telephone calls to Capital One (Europe) plc when he needs to check his balance. Mr S wants more compensation for the calls and because Capital One hasn't been sending monthly statements.

background

Mr S complains that he needs to look at his balance regularly to check his repayment plan. He doesn't get monthly statements so the only way he can do this is to call Capital One on a premium rate telephone number which isn't free to consumers. Mr S calculated he spent £8 on calls. He'd been receiving the annual statements but asked for monthly statements and a total of £30 as compensation for his inconvenience.

Capital One refunded £8 to Mr S to cover the cost of his calls. But it decided not to give him anymore because it hadn't mishandled his account. And, as he's on a long term repayment plan, he only gets an annual statement and not monthly ones.

Our adjudicator thought the complaint shouldn't be upheld because he didn't think Capital One needed to pay anymore to Mr S than the cost of the calls. It also gave Mr S a local rate contact number to get his account and balance information. Mr S disagreed with the adjudicator's view - he said that if Capital One can keep sending him details of other products, then it can send him a monthly statement. He asked for the matter to be looked at again.

my findings

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've decided not to uphold this complaint. I'll explain why.

Firstly, I do appreciate that it's difficult for Mr S to keep track of his account if he only gets annual statements. But I've looked at the credit agreement he signed and it says he will only get monthly statements "*provided the outstanding balance has not become immediately payable*". In Mr S's case, I know the balance probably had become immediately payable because he is now on a long term repayment plan to pay it back in instalments. So according to the terms of the agreement, Capital One doesn't have to provide monthly statements.

I do appreciate Mr S's point that if Capital One can send him regular mailshots for other products, then it can send him a monthly statement. But the terms show Mr S signed to agree to accept news of other Capital One products. The same terms simply don't give him the right to monthly statements. So I don't think Capital One has done anything wrong here.

I then looked at how much Capital One paid Mr S for the cost of the calls he'd made. Mr S gave an estimate of the time spent and Capital One checked the number of calls. It calculated £2 per call should cover his costs. And it gave Mr S a local rate telephone number to call for his account balance. I think this is a fair way to settle the complaint. So I don't think Mr S should get more compensation.

my final decision

My final decision is that I do not uphold this complaint and I make no award against Capital One (Europe) plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 13 November 2015.

Amrit Mangra
ombudsman