

The complaint

Mr S complains that Capital One (Europe) plc has mismanaged his credit card account and applied unfair charges.

What happened

Mr S says Capital One stopped sending him account statements, but he didn't have online access to his account. He says he has been charged about £500 which he was unaware of, and unfair account charges have been applied to his account. Mr S would like £5,000 compensation for what has taken place and for all charges refunded as well as the account closed.

Capital One says the account was opened in 2018 and says it has correctly applied late payment fees as Mr S hasn't made required monthly payments since about November 2022. It says it sent a number of letters to Mr S about his account and says there was a direct debit in place to make a monthly repayment. Capital One says it spoke to Mr S in 2021 about a disputed transaction but he didn't wish to log a fraud complaint.

Mr S brought his complaint to us, and our investigator didn't uphold the complaint. The investigator thought Mr S ought to have told Capital One he wasn't receiving account statements some time before he did and that he must have been aware of the account balance when he called it about the disputed transaction.

Mr S doesn't accept that view.

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 have come to the overall view that I don't uphold this complaint.

I have looked at the account terms and conditions which I can see Mr S agreed to when the account was opened in February 2018. Those terms and conditions make clear that Mr S is required to make a monthly repayment and that charges will be added if not. I can see that for some time Mr S had in place a direct debit but that appeared to stop in 2022. I can't see Mr S made required payments and so it follows that I don't think Capital One acted unfairly or made a mistake by applying charges which I find were in line with those agreed accounts terms and conditions.

I appreciate Mr S says he didn't receive statements and questions what the credit card payments were for. I make clear to Mr S that I find this was his account and his responsibility to manage it. I would have expected Mr S to have told Capital One in 2018 or whenever he says he didn't receive account statements that he wasn't receiving them. And I would have expected Mr S to have been aware of the payments his credit card account was being used for. I can't see how Capital One would have been able to set up a direct debit without Mr S authorising it or setting it up himself. I can't fairly hold Capital One responsible for any issues

with a payment or a direct debit.

I can see from Capital One's records that Mr S called it in 2021 about a disputed transaction but the record says Mr S didn't wish to raise a fraud claim. I don't think Mr S has provided details of that issue, but I think it clear that Mr S must have been aware of a balance on his credit card account. And I would have expected him to either have paid that balance in line with account terms and conditions or raise a fraud dispute if he was unaware of it. I can't see that Mr S did anything about his account until early 2023.

Overall, I'm satisfied that Mr S's account balance is his responsibility and that any charges have been correctly added in line with terms and conditions. It follows that I can't fairly order Capital One write off any account balance and/or refund any charges. I can't fairly order that Capital One pay Mr S the compensation he would like. And I have made clear that I think Mr S should have resolved the issue of the statements when the account was opened, but in any event ought to have been aware of payments made.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 27 November 2023.

David Singh
Ombudsman