

The complaint

Mr G is unhappy with how Capital One (Europe) plc closed his credit card account, and how they have dealt with his request to reopen the account.

What happened

The complaint circumstances are well known to both parties, so I don't intend to list this chronologically and in detail. However, to summarise Mr G had a credit card with Capital One that he wasn't using.

On 26 April 2024, Capital One sent Mr G an email explaining that, as he hadn't used his card for some time, they would be closing his account on 25 July 2024. They said that leaving an account open and unused could expose Mr G to unnecessary risks such as identity theft and fraud. However, Capital One went on to explain that, if Mr G wanted to keep the account open, all he needed to do was to use the card once before 25 July 2024.

Mr G didn't use the card, and his account was closed on 25 July 2024. Mr G called Capital One on 31 March 2025 to complain about the account closure. In response, Capital One said they closed his account in line with their procedures and the notice they'd provided him. They explained that Mr G was able to make an online application for a new credit card, but there was no guarantee that this would be successful. They also explained that they were unable to take an application over the phone – Mr G's preferred method due to his disability.

Mr G was unhappy with this and thought that Capital One had failed to provide reasonable adjustments for his disability, as required by the Equality Act 2010 and the regulations laid down by the Financial Conduct Authority ('FCA'). So, he brought this matter to the Financial Ombudsman Service for investigation.

Due to his ongoing health conditions, Mr G says he struggles with severe fatigue, cognitive difficulties, and anxiety, all of which make online form-filling extremely difficult. Our investigator said that it wasn't reasonable to expect Mr G to rely on another person to make the online application for him when he didn't lack mental capacity, as doing so would mean that he would need to share personal and financial details and unnecessarily lose autonomy.

However, the investigator thought that Capital One had put a short and streamlined online process in place, that required minimal information, and which didn't time out so it allowed customers to be able to step away for a time and return later if the application process was overwhelming in any way. This was supported by additional functions such as text talk. So, they thought that Capital One had acted reasonably by ensuring their application process was as accessible as possible.

What's more, the investigator didn't think it was reasonable for Capital One to change their process to allow for telephone applications. But they did think that Capital One could've been clearer in explaining the accessibility aspect of the online form, which may have avoided some of the impact on Mr G. So, they recommended that Capital One pay Mr G £100 to compensate him for this.

Capital One accepted the investigator's recommendations, but Mr G didn't. He provided extensive comments as to why, namely:

- he never received the 26 April 2024 email giving him notice that Capital One intended to close his account, and what he needed to do to avoid this;
- the barriers he faces due to his disability cannot be overcome by things such as text-to-speech, and a one-page design with minimal fields and no timeout;
- his disabilities include severe fatigue, cognitive dysfunction, concentration impairment, anxiety triggered by online forms, and physical pain affecting the use of screens for sustained periods;
- the difficulties he faces are the inability to remain focussed long enough to complete a high-stakes form, heightened anxiety from fear of errors, cognitive overwhelm when entering financial details, difficulty navigating a field structure (even with accessible tools), and physical pain when attempting to complete digital forms;
- his fears come from the interaction between his disabilities and the complexity of online forms, and he needs reassurance that any process is safe, accurate, and supported;
- without access to a telephone based adjustment he is effectively excluded from applying for, or reopening, his credit card with Capital One independent of others;
- other financial institutions provide telephone based applications and the FCA Handbook contains no rules that prevent telephone applications;
- a blanket policy is not a proportionate approach to consumer vulnerability when viable alternatives exist, and excluding him from financial services causes foreseeable harm;
- Capital One's choice to be a digital bank with an online-only model, so staff are not trained to handle phone applications, is not a justification for refusing adjustments.

As such, Mr G wants Capital One to either re-open his old account or process a new application for him over the telephone. And, if they are unable to do this, then they should pay him a *“significantly higher financial award [as] recognition of distress, inconvenience, exclusion, and detriment {compensating for} the loss of access to credit [and] the impact on my independence and autonomy.”*

As Mr G didn't agree, this matter has been 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've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mr G was supplied with a credit card under a regulated consumer credit agreement, which means we're able to investigate complaints about it.

The Financial Ombudsman Service is an alternative dispute resolution service i.e. we are an informal alternative to the courts. This means that we are unable to determine whether a

financial business has acted illegally, nor are we able to provide the range of remedies that a court would be able to direct. Instead, we consider whether a financial business has acted fairly and reasonably. In doing so, we have regard to the relevant law – in this instance the Equality Act 2010 – but we are not necessarily bound by this when reaching a decision.

Mr G is asking that Capital One make reasonable adjustments to remove the barriers he faces as a disabled person when accessing their services. While referring to reasonable adjustments, the Equality Act doesn't specify exactly what a reasonable adjustment is. Instead, it refers to the need to reduce or remove any disadvantage caused but also allows for factors such as the cost and practicality of any adjustment, taking into consideration things such as the size and resources of the organisation.

Crucially, the Equality Act doesn't compel any organisation to put in place any adjustment that a customer has asked for, and it allows for an organisation to refuse any adjustment if it is not reasonable taking into consideration all the circumstances, not just the needs of an individual customer.

So, when reaching my decision, I've taken all this into consideration, as well as the FCA's Consumer Duty requirements to ensure that financial businesses act in good faith, enabling customers to pursue their financial objectives while avoiding any foreseeable harm.

Mr G's disabilities aren't in doubt here, nor is the fact that, due to these disabilities, he's unable to use Capital One's online application process without assistance. As such, what I need to consider here is whether it's reasonable to expect Capital One to put a process in place to allow customers to make an application by telephone. In this instance, I don't think it is, and I'll explain why.

As Mr G has said, Capital One are an online bank and, when using an online bank, there is a reasonable expectation that all interactions (including applications) would be dealt with online. This means that Capital One's systems aren't set up to enter and process a telephone application, and their staff aren't trained to deal with customer applications over the phone. This also means that the key information, including the terms and conditions, would need to be communicated in some way, other than being displayed on screen, and a process would need to be put in place for customers to accept these before any application could be processed.

Unfortunately, this means that it's not as simple as Capital One calling Mr G to ask him a few questions and answer any queries he may have. While Mr G has said that other financial institutions are able to do this, the example he's given is an organisation with a branch network and telephone banking as well as online banking, so their systems are designed and set up to allow for the adjustment Mr G needs.

So, while I appreciate this will come as a disappointment to Mr G, after considering the Equality Act and the FCA's Consumer Duty requirements, I don't think the need for Capital One to redesign and set up new systems, along with training staff, to allow for telephone applications is reasonable in the circumstances, especially when a simplified and accessible online application is available (which I appreciate that Mr G is unable to use unassisted due to his disabilities).

This doesn't mean that I think Mr G's request for a telephone application is, in itself, an unreasonable request. However, Capital One have put a process in place that allows customers with disabilities to reasonably access their services, and this doesn't mean that they are required to change their processes to suit the needs of an individual customers *reasonable* adjustments.

Mr G has commented that, if Capital One are unable to either re-open his old account or process a new application for him over the telephone, they should pay him an increased amount of compensation for the detriment he's suffered. And I've noted that Mr G has previously mentioned Capital One paying him £6,000 compensation.

While I appreciate Mr G's strength of feeling on this, I'm not asking Capital One to pay compensation for Mr G not receiving their email on 26 April 2024 or for the fact they haven't changed their process to accommodate his requests - for the reasons I've said this isn't reasonable for Capital One to make these adjustments. Instead, this compensation is to reflect that Capital One didn't fully explain the services and adjustments they had in place.

Crucially, this compensation must be fair and reasonable to both parties, falling in line with our service's approach to awards of this nature, which is set out clearly on our website and so, is publicly available. Our investigator recommended Capital One Pay Mr G £100 to recognise the distress and inconvenience caused by them not providing him with all the information they should have. And having considered this recommendation, I think it's a fair one that falls in line with our service's approach and what I would've directed, had it not already been put forward. So, this is a payment I'm directing Capital One to make.

Therefore, Capital One should pay Mr G £100 to compensate him for the trouble and inconvenience caused by not being supplied with all the relevant information. They must pay this compensation within 28 days of the date on which we tell them Mr G accepts my final decision. If they pay later than this date, Capital One must also pay 8% simple yearly interest on the compensation from the deadline date for settlement to the date of payment. If HM Revenue & Customs requires Capital One to take off tax from this interest, they must give Mr G a certificate showing how much tax they've taken off if he asks for one.

My final decision

For the reasons explained, I uphold Mr G's complaint about Capital One (Europe) plc. And they are to follow my directions above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 1 January 2026.

Andrew Burford
Ombudsman