

The complaint

Mr B complains that Capital One (Europe) Plc ('Capital One') told him he could access his credit card account using the mobile app when his account access was restricted. He's unhappy with Capital One's service and his options to manage his account.

To resolve this matter Mr B wants compensation and a way to manage his account going forwards.

What happened

In early 2023 Mr B's personal circumstances changed and in April 2023 his credit card account was defaulted. As a result, Mr B's account access was restricted.

In November 2023 Mr B spoke to Capital One about his personal circumstances and they placed a vulnerability flag on Mr B's account.

Mr B contacted Capital One in May 2025 when he'd not been able to access his account online or via his mobile app, despite receiving emails saying he could do so. Capital One raised a complaint for Mr B. They apologised for aspects of their service, but they didn't restore Mr B's online/mobile account access.

Mr B asked the Financial Ombudsman Service to investigate. Mr B said he'd not been provided with ways to manage his credit card account for a prolonged period. He said he'd called Capital One between 2023 and 2025 but hadn't been able to get through, and the long wait times hadn't been easy for him. He didn't think Capital One had fairly considered his vulnerability when restricting his account access or when engaging with him.

Our investigator sought further information from both parties. Capital One reviewed their response to Mr B's complaint, and offered £50 compensation to Mr B. Our investigator considered the available evidence and explained why she thought Capital One's apology and offer of £50 compensation was a fair way to resolve Mr B's complaint.

Mr B strongly disagreed and sought an ombudsman's decision. Mr B was concerned with Capital One's record keeping. He said he'd requested a DSAR to obtain further evidence from Capital One, and he provided some of the information he'd received. Mr B was unhappy that his full DSAR hadn't been responded to.

My provisional decision

I recently issued a provisional decision, saying:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I've taken into account any relevant law and regulations, the regulator's rules, guidance and standards, codes of practice and (where appropriate) what is considered to have been good industry practice at the relevant time.

I can only consider the complaint Mr B has already made to Capital One so although I will comment on the evidence generally, I won't consider Mr B's complaint about the response to

his DSAR in this decision.

I intend to uphold Mr B's complaint in part, and I intend to say that Capital One should pay £150 to Mr B to put things right.

I don't need to make a detailed finding on every aspect of what happened. That's because Capital One accept there was background laughter during a call with Mr B in May 2025, which he'd found upsetting, and that they'd incorrectly emailed Mr B about being able to use his mobile app.

Mr B says more went wrong but I'm not inclined to agree this is the case. I'll explain why.

The FCA has issued guidance on how firms should identify and treat vulnerable customers. This aims to ensure vulnerable customers receive the appropriate degree of protection and experience outcomes that are in line with the outcomes received by other customers who may not be vulnerable.

I'm not inclined to say this means Mr B's vulnerability exempts him from Capital One's terms and conditions or processes. However, I'd expect them to consider Mr B's individual circumstances and treat him fairly.

Mr B's account defaulted in April 2023 and at that point his online account access was restricted. I'm minded to say this was in line with Capital One's terms and conditions which set out when they might restrict, suspect or cancel use of Mr B's account.

I'm minded to say Capital One fairly supported Mr B with ways to access and manage his account after it defaulted. I say this because:

- Capital One sent a letter to Mr B on 10 April 2023 including a leaflet with details of "more ways to pay" through his own bank, by debit card on the phone, or by posting a cheque to Capital One. Mr B says he didn't receive this letter at the time, but I'm minded to say it was likely sent to him, as there's a record of the letter being generated and posted. I'm not minded to hold Capital One responsible for a letter getting lost in the post.*
- Capital One sent Mr B six-monthly statements via email after his account defaulted. These provided details of Mr B's balance (which has remained the same) and a phone number and an address for Capital One.*
- Mr B called Capital One on 2 November 2023 and their call note says, "He wants to make a payment but (sic) not sure how consistent this will be at the moment." Capital One then sent an email to Mr B on 3 November 2023 to acknowledge Mr B was having difficulty making repayments and to provide details of organisations who could give him independent advice and support. Capital One set out how Mr B could contact them about his account.*

I acknowledge that Mr B says he called Capital One between 2023 and 2025 but his calls weren't answered. I've not seen evidence that Capital One had an issue with their phone systems or didn't answer their phonelines for long periods in this timeframe. I know this is frustrating for Mr B but I'm not minded to say it's fair to make findings about this without supporting evidence.

Capital One only log calls when they connect through to an agent and they've not logged any calls with Mr B between November 2023 and May 2025. Mr B accepts he didn't speak to Capital One in that period. So I'm minded to say Capital One were likely unaware that Mr B

sought their help. I'm minded to say I'd only expect Capital One to act if they were aware of a need to do.

Mr B spoke with Capital One in May 2025, and I've listened to the call recording. I can understand why Mr B found this call upsetting and frustrating. But I'm also minded to say Capital One fairly engaged with Mr B as they explained why his account access was restricted and gave Mr B his account balance. As Mr B didn't want to discuss repayment, I'm minded to say it's reasonable that no repayment options were given in the call. Capital One set out how Mr B could make a payment in their final response letter, which I think was fair.

Mr B's expressed his intention to make regular payments once he's checked a secure way of doing this. I recognise Mr B would prefer to his online and/or mobile account access restored to make payments. I can't direct Capital One do this, as the Financial Ombudsman Service doesn't have the power to interfere with a firm's policies, processes or procedures. That is the role of the regulator, the Financial Conduct Authority ('FCA').

In conclusion, I'm minded to agree that it wasn't fair for Capital One to email Mr B about a service he couldn't use. Capital One accept this, and they also accept there was poor service on the call on 5 May 2025.

I'm minded to agree with Mr B that an apology for what went wrong wasn't a fair resolution on its own. Although Capital One made an offer of £50 compensation this was only after Mr B brought his complaint to our service. I'm not minded to say that's reasonable compensation for the overall distress and inconvenience Capital One caused Mr B.

Having considered the Financial Ombudsman Service's compensation guidelines, I am minded to say a fair sum of compensation in these circumstances is £150."

Responses to my provisional decision

Capital One had nothing further to add.

Mr B asked me to consider increasing the compensation to £250 to reflect his overall distress and inconvenience, including the trouble involved in bringing the complaint to the Financial Ombudsman Service.

Mr B also wanted Capital One to contact him in writing to agree an affordable repayment arrangement, taking account of his current unemployment and vulnerability. Practically speaking he sought written confirmation of the available payment methods that do not depend on app or online access, and clear details of who to contact to set up and maintain an arrangement.

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.

I have considered the additional points Mr B has made but I'm not going to depart from my provisional findings. I think it's fair that Capital One pay Mr B £150 compensation to put things right.

To be clear, the £150 compensation I proposed doesn't aim to compensate Mr B for not being able to use his online/mobile account, as I've found account access was withdrawn in line with Capital One's usual process.

I think it's important to say that I wouldn't ordinarily look to compensate Mr B for having to

make a call, or for asking our service to investigate. That's because there is a general expectation of a level of inconvenience when having to sort something out that has gone wrong.

In my provisional decision I acknowledged that Mr B had to bring a complaint to our service before an offer of compensation was made. I think that did add something to his overall distress and inconvenience. But I don't think that's a fair basis to increase Mr B's compensation above the £150 I proposed. On reflection, I think it's likely Mr B would still have contacted our service if Capital One had made their offer earlier.

In all the circumstances, I'm satisfied £150 is a fair sum of compensation. If Mr B accepts my final decision, he can let us know the account he'd like his compensation to be paid into.

To arrange repayment of the balance, I'd encourage Mr B to contact Capital One's customer service team using the number they provided on their final response letter. I think this will enable Mr B to have a discussion with Capital One about a regular payment that is affordable and sustainable for him. Given Mr B's financial difficulties, I remind Capital One to treat him positively and sympathetically.

If Mr B doesn't want to do this, he can arrange a regular payment through his bank using the details on Capital One's final response letter, pay over the counter at his bank's branch, or send a cheque to Capital One's PO BOX address.

Mr B can also contact the Citizens Advice Bureau for free and independent support and advice, using one of the options listed here: <https://www.citizensadvice.org.uk/about-us/contact-us/>

Putting things right

Capital One (Europe) plc must pay Mr B £150 compensation for his distress and inconvenience, to an account of his choice.

My final decision

For the reasons I've given, Capital One (Europe) plc must put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 10 March 2026.

Clare Burgess-Cade
Ombudsman