

The complaint

Mr B complains he was unable to access his online account provided by Advanced Payment Solutions Limited (trading as Cashplus).

What happened

On 14 October 2019, Mr B contacted Cashplus querying why he didn't have access to his online account. He complained to Cashplus on 23 October 2019, as he said he hadn't had access to his online banking for a couple of weeks. Cashplus responded two days later and explained that Mr B's online log in details had expired in July 2019. They asked him to re-register his card on their website to regain access to his online account.

On 26 October 2019, Mr B asked Cashplus how he could re-register, as he was unsure how to do this on its website. Cashplus responded asking Mr B to contact its customer service department, as it wasn't able to discuss account information through email due to data protection. He said he tried to call it, but it didn't pick his call up and if it didn't provide clear guidance on how to re-register his card online, he would refer his complaint to this service. It responded asking him to contact it by phone.

Mr B called Cashplus on 6 November 2019 and his online account access was reinstated. He also complained to Cashplus that he had spent 20 minutes on the phone with them at a cost of £2.52 and he said the advisor didn't help him. He said despite being sent two PIN reminders, the PIN's weren't accepted at ATM's.

On 27 November 2019, Cashplus issued its final response. It didn't uphold Mr B's complaint. It said Mr B had entered his PIN number incorrectly three times and so his card was restricted. It said it removed this restriction when Mr B called it on 6 November 2019 and following this, it could see Mr B had been able to use his card successfully. It also said following a new set of rules introduced by the government, it updated its mobile banking app and notified its customers they were required to install the latest version of the app to have continued access to their account.

Mr B was unhappy with Cashplus' response and said he didn't see why he had to call it to receive a PIN number that didn't work. He said his username and details had been removed from Cashplus' database without warning or explanation and this occurred every six months. He said Cashplus' application didn't work correctly and it didn't provide instructions on how to re-register for online banking. And he said its terms and conditions said he was entitled to see online details of transactions he had made using his card, without interruption or further fees. Mr B referred his complaint to our service in January 2020.

Our investigator looked into Mr B's complaint but didn't think Cashplus had done anything wrong. She said it was fair for Cashplus to restrict Mr B's account as he entered his PIN number incorrectly three times. And because he hadn't logged into his account for some time, his login details had expired. She thought it was reasonable for Cashplus to require Mr B to re-register his card to enable him to access his account online. Mr B didn't agree and so the complaint 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.

I've looked at whether Cashplus fairly restricted access to Mr B's account. And whether it was fair for Mr B to be required to re-register his account. Having done so, I think it did. I've explained why below.

Cashplus has a number of legal and regulatory obligations to meet when providing banking services to its customers. Banks (and banking service providers) are required to keep accounts and their use under review and may need to suspend access or services in order to do so.

The terms and conditions of Mr B's account say the following:

"12.5 (a) Under certain circumstances including, but not limited to, where We suspect fraud or money laundering, or where You have exceeded or would exceed transaction or Card limits We have the right without notice to:

i. Decline funds paid-in and or/transaction(s)

...(c) We may at any time and without notice, suspend, restrict, block or cancel Your Card or Card account, or refuse to issue or replace a Card for reasons relating to the following:

...(ii) We are required to do so to comply with any applicable regulations or legislation."

Cashplus has explained that in August 2019, Mr B attempted to use his card, but entered his PIN number incorrectly three times. So, it restricted use of his card. Cashplus' terms and conditions allow it to decline transactions and restrict accounts when it suspects the card is being used fraudulently. Whilst Mr B may simply have forgotten his PIN, it could appear to Cashplus that someone else was attempting to use Mr B's card and so entered a PIN number incorrectly. In the circumstances, I don't think it needed to tell Mr B his account had been restricted, given that the account restriction should have prompted him to contact Cashplus. So, I think it was fair for Cashplus to restrict Mr B's account, given incorrect details had been entered on three occasions.

In addition, in September 2019, new rules introduced by the government meant that an additional layer of security was required to be added to Cashplus' systems, to help protect customers from fraud. Cashplus' terms and conditions entitled it to restrict Mr B's account in these circumstances. In this case, it required Mr B to install a new version of its mobile banking app and re-register his card. From the information I've seen, I'm satisfied that its actions were reasonable. And while I appreciate that it would've been concerning for Mr B to discover the restriction, Cashplus notified Mr B about the new rules and action he'd need to take to continue using its mobile banking app.

I appreciate Mr B wanted it to explain how to re-register by email. But Cashplus has explained it doesn't service accounts via email and some of the information used in the re-registration process could be considered confidential. So it asked Mr B to call him. Mr B says because he had to call Cashplus, it wasn't free for him to re-register his account.

I can't comment on how Cashplus choose to communicate with its customers. This is a decision it makes as a business and not one I can interfere in. However, I can see it had already explained to Mr B through email, how he could re-register his card to allow access to his online banking. Once Mr B was able to call Cashplus, restrictions were removed from his account the same day and since then, he appears to have been able to use it successfully.

I've also seen the online registration process and it explains clearly what a customer needs to do to register. It also explains why a customer may not be able to log into the mobile app and why on some occasions a customer may need to call Cashplus. One of these reasons

says, *"Your username may have expired. If you haven't logged in within 60 days of creating your login details, your username will expire. To reactivate your username, please call us..."*.

I've looked through Mr B's use of his account and I can see he didn't login periodically every 60 days. This resulted in his username being reset a number of times. So, Cashplus followed its process when it required Mr B to re-register and I think it was fair and reasonable for it to do so.

Overall, I appreciate Mr B has had to communicate with Cashplus by email and by phone. But I'm satisfied Cashplus followed its terms and conditions and internal processes. And given the number of different reasons why the account was restricted, I think it was fair for it to require Mr B to re-register his card.

My final decision

I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 7 October 2021.

Sonia Ahmed

Ombudsman