

The complaint

Ms R complains that Pockit Limited did not transfer her balance to her new card when her old card expired and that they owe her money.

What happened

Ms R has held a Pockit account since 2017. Her card had expired so she tried to request a new card, but she says Pockit didn't respond to her emails. When they did respond and issued a new card, Ms R says that her balance on her new card showed as £0, but it should've showed as £4,645 according to her statements. Ms R feels aggrieved and frustrated with Pockit's customer service. Ms R brought her complaint to our service. Pockit emailed Ms R and apologised for the delay in responding to her. They said they had now transferred her balance to the new card. Ms R said that Pockit had only transferred £3,853.95 instead of £4,645. Pockit sent Ms R her statement and Ms R calculated from her transactions that the balance should have been £4,318.98.

Pockit upheld Ms R's complaint. They said that Ms R had contacted them on 11 June 2020 and again on 1 July 2020, to advise she wasn't able to access her account. On 17 August 2020, a Pockit agent confirmed that they had ordered her a replacement card, but Ms R let them know on 12 October 2020, that she hadn't received the card. On 20 January 2021, an agent requested evidence of her address, Ms R provided this and the system was updated with her address and a new card was sent out to her. Pockit said due to the time it had taken to resolve the matter for her they offered Ms R £100 compensation, however, Pockit confirmed the correct balance had been transferred to Ms R.

Ms R did not accept the outcome of the complaint. She had calculated her transactions again and she said that the amount they transferred her was £438.23 less than she expected.

Our investigator said she thought Pockit's compensation which was offered was not enough for the poor service Ms R received and the delay in receiving her replacement card. She said £200 should be paid to Ms R. But she could not agree with Ms R that an incorrect balance had been transferred to her new card. Pockit accepted our investigator's review of the complaint and agreed to pay Ms R £200 to settle the complaint.

Ms R asked for an Ombudsman to review the complaint as she said that Pockit should pay the £200 which our investigator had recommended, plus the missing balance of £438.23. She said that the information about the balance that Pockit had transferred was fake.

As my findings differed in some respects from our investigator's, I issued a provisional decision to give both parties the opportunity to consider things further. This is set out below:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've considered what both parties have said about the balance which was transferred to Ms R's new card. When it comes to complaints where it's one word against another, I have to

consider the evidence available to me. I then have to weigh the evidence against the balance of probabilities, that is, what's more likely to have happened in the circumstances. Having done so here, I'm not persuaded that Pockit have made a mistake in transferring the £3,853.95 and I'll explain why.

I know that Ms R strongly feels that Pockit have transferred £438.23 less than what they should have done. So I asked Pockit for evidence of all of her transactions from when her account opened in 2017. I wanted the transactions to show a running balance, so I could see if there were any errors in how they've calculated Ms R's balance. But I've found no evidence of any errors in the running total balance.

The evidence which Pockit has provided (which I will ask our investigator to forward onto Ms R), appears to match up with the transactions that Ms R has sent us on her statements (although her statements don't show a running balance). I know that Ms R had concerns that the information Pockit had sent us was fake, however, since the transactions appear to tally with the information that Ms R provided us and I now have a record of all of the transactions from her account opening, I'm satisfied that the information Pockit sent us was genuine and that they transferred the correct balance.

I've then thought about the service Ms R received from Pockit regarding the replacement card and transferring the balance. While I can understand Pockit's reasons for not sending out a replacement card automatically if there was a period of inactivity, I'm persuaded that they did not treat Ms R fairly by not responding to her requests in a timely manner.

Our investigator had said that the £100 that Pockit had offered Ms R for compensation was not enough. I agree with our investigator here. I'm satisfied that the £200 our investigator suggested would be more reflective of the impact Pockit's customer service had on Ms R. I say this as Ms R had to wait weeks or sometimes months for a reply from Pockit, firstly regarding a new card and then regarding the balance not being transferred over. This would have been distressing for Ms R and she was inconvenienced by having to chase this up more than once. So I intend to ask Pockit to pay Ms R £200 (if they have not already done so), for the distress and inconvenience of the impact the customer service from Pockit had on her."

I invited both parties to let me have any further submissions before I reached a final decision. Ms R said that although she wasn't persuaded over the missing balance of £438.23, according to her calculations, she would like to accept the £200 compensation and she would be happy to close down the complaint once she had received this. Pockit responded that they had no further comments to make.

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.

As neither party have provided me with any further information to consider, then my final decision and reasoning remains the same as in my provisional decision.

Putting things right

In my provisional decision I said I intend to ask Pockit to pay Ms R £200 for distress and inconvenience (if they hadn't already done so). I'm still satisfied this is a fair outcome for the reasons given previously.

My final decision

I uphold the complaint. Pockit Limited should pay Ms R £200 (if they haven't already done so).

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 16 March 2022.

Gregory Sloanes
Ombudsman