

The complaint

Your text here

What happened

The background to this complaint and my initial conclusions were set out in my provisional decision. I said:

Mr T lives in another country and had a current account with Engage that came with online banking and a debit card. Mr T has explained he believed he was able to use his account internationally without restrictions.

In 2020, Mr T's bank card was blocked. Engage says Mr T entered his PIN incorrectly but he doesn't agree.

In February 2021 Mr T contacted Engage and explained he needed to access funds in his account but his card wasn't working. Mr T explained he needed access to funds to pay for urgent medical treatment. Engage gave Mr T information about how to unblock his bank card. On 17 February 2021 Mr T asked Engage to transfer funds to an account he holds in his country of residence.

On 6 March 2021 Engage explained it was unable to transfer funds to the country Mr T lives in and asked for an alternative account. Mr T responded on 7 March 2021 and provided the bank details for a third party in the UK. After further chasing from Mr T, the funds were successfully transferred on 9 April 2021.

Mr T referred his complaint to this service and it was upheld by an investigator. They thought Engage had unnecessarily delayed the transfer of Mr T's funds and asked it to pay him £200 for the distress and inconvenience caused. Mr T asked to appeal, so his complaint has been passed to me to make a decision.

What I've provisionally 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 can see Mr T is concerned that his card was blocked despite using the correct PIN. I don't doubt the strength of Mr T's feeling, but Engage's systems evidence shows an incorrect PIN was used in 2020 and 2021 and that Mr T's card was blocked as a result. I've looked at everything Mr T and Engage have sent us and I'm satisfied the incorrect PIN was used which caused his card to be blocked.

The situation was complicated further because Mr T was unable to access his online banking facility due to a problem with his computer. That meant Mr T's options for resetting his PIN were limited. I can see Engage provided a telephone number in addition to referring Mr T to his online banking facility in order to reset his PIN. Whilst I appreciate

that option was inconvenient, especially given Mr T lives abroad, it provided an option for removing the card block.

Mr T complains he was told he could use his account anywhere in the world, but that was wrong. I know Engage wasn't able to complete a transfer to his country of residence. And I can see that did cause Mr T inconvenience. But he was able to use his account whilst outside the UK. In line with the account terms, Mr T's debit card could be used to access funds via cash machines and retailers for card payments. And Mr T could've used his online banking facility to instruct other payments.

It was when Mr T asked for his funds to be transferred to an account in his country of residence that Engage was unable to help. I agree that was inconvenient and I've taken that into account when deciding how to fairly resolve Mr T's complaint.

I also agree there were some unreasonable delays after Mr T requested a transfer to his account. Mr T told Engage he needed funds to pay for urgent medical treatment and I can see how distressing he found the delay. Given the nature of the information Mr T gave Engage about his health, I'd have expected it to treat his request as a priority.

Mr T's funds were released but it took nearly two months. I agree that some of the delay was outside Engage's control, but I think it could've done a lot more to support Mr T's clearly urgent request. Our investigator upheld Mr T's complaint and asked Engage to pay him £200 for the distress and inconvenience caused. But I don't agree that figure fairly reflects the impact of the issues raised on Mr T. As a result, I intend to increase the award and tell Engage to pay Mr T a total of £400 (less any compensation already paid) in recognition of the distress and inconvenience caused.

I invited both parties to respond with any further comments or information they wanted me to consider before I reached my final decision. Engage responded to confirm the settlement amount I'd reached.

Mr T responded and said he wasn't persuaded the issues raised had come about due to entering the incorrect PIN. Mr T also said Engage doesn't have a licence to operate in the country he was residing in at the time. Mr T explained how the delays in receiving funds had impacted him and treatment he was undergoing and that he didn't agree the proposed settlement was fair.

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.

In response to the provisional decision, Mr T said he didn't accept he'd entered the wrong PIN when trying to use his bank card, leading him being unable to use it whilst abroad. I'm sorry to disappoint Mr T but I've reviewed the systems evidence again and I'm satisfied he did enter the wrong PIN which meant his card was suspended.

Mr T also said Engage doesn't have a licence to operate in the country he was visiting which is why he wasn't able to access funds. But Engage provides debit cards using Visa or Mastercard which allows customers with UK based accounts to access funds and make purchases abroad. I'm sorry to disappoint Mr T but I'm satisfied the problems he's experienced using his debit card have come about due to incorrect PIN entries being made, not because he couldn't use it abroad.

I've considered everything Mr T has told us in response to the provisional decision, including

how the delays impacted him. I agree there were delays when Engage agreed to transfer funds to Mr T. But I remain of the view that the fairest way to resolve this complaint is for Engage to pay him a total of £400 for the distress and inconvenience caused, as set out in my provisional decision.

In response to the provisional decision, Engage confirmed it had paid Mr T £100 when originally responding to his complaint and went on to credit him with a further £200 following the investigator's recommendations. I've taken that into account when reaching my decision which is that Engage should pay Mr T a total of £400 for the distress and inconvenience caused.

My final decision

My decision is that I uphold Mr T's complaint and direct Contis Financial Services Limited (Engage) to pay him a total of £400 (less any compensation already paid).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 7 June 2022.

Marco Manente
Ombudsman