

## **The complaint**

Mr S complains Al Rayan Bank PLC made changes to its digital banking that meant he was no longer able to access his account.

## **What happened**

Mr S has an ISA with Al Rayan. He says he recently discovered that his account has been made dormant and he's been asked lots of questions and to provide lots of documentation in order to access his ISA – in part so he can transfer it elsewhere. We've told Mr S that he'll have to raise this as a separate complaint as it's a new issue, so I'm not going to deal with those issues in this decision.

Mr S says Al Rayan made changes to its digital banking in February 2020 following which its customers were told they'd have to authenticate – in order to access their account online – using a smartphone app. Mr S says he owns a smartphone but for reasons he's given us he can't use apps and doesn't want to. He says Al Rayan told him in April 2020 that he could instead access his account using a "hard token" that it would provide. Mr S says Al Rayan told him he'd been sent a "hard token" in the post, but he never received it. He complained to Al Rayan about being unable to access his account using his laptop in September 2020.

Al Rayan says it tried to speak to Mr S in October 2020 to understand why he was having problems accessing his account online. Al Rayan says that Mr S didn't want to speak to them and that it ultimately issued a final response saying that it couldn't do more without speaking to him. Al Rayan gave Mr S a number he could call to obtain a balance and obtain access to his account and said he could refer his complaint to us. So, that's what Mr S did.

One of our investigators looked into Mr S's complaint and said that they thought Al Rayan could have done more, but then closed the complaint when we didn't hear back from Mr S for a while. They did so in May 2021.

Mr S got in touch with us recently and, as a result, we re-opened his complaint. Having done so, one of our investigators spoke to Mr S and contacted Al Rayan. They said that they thought Mr S had been caused unnecessary distress and inconvenience for which £100 in compensation was fair. But they also thought that Mr S could have done more when Al Rayan wanted to speak to him to understand why he was having problems. Mr S disagreed with our investigator and asked for a decision from an ombudsman. He said his account had become dormant as a result of him not being able to access it online and that £100 didn't fairly reflect the distress and inconvenience he'd been caused. He also said he'd lost out on interest. So, I've looked into his complaint.

## **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.

Al Rayan made changes to the way its customers accessed their accounts – it did so in order to implement strong customer authentication. The changes meant most of its

customers using an app to authenticate themselves. That wasn't an option for Mr S as he has difficulty using apps – he's told us why – and didn't want to use them anyhow. For customers that don't own a mobile phone – either because they can't use one or, for example, live in an area with limited mobile reception – or who can't or don't want to use an app – as in Mr S's case – Al Rayan offered an alternative, namely a "hard token". That's a piece of hardware – typically the size of a keyring – that generates random one-time passcodes that can then be used to authenticate.

Mr S says Al Rayan never sent him a "hard token", but more importantly it's clear that when he spoke to Al Rayan about how he'd access his account online Mr S couldn't follow what he was being told. He says the agent he spoke to kept on using jargon, for example, and that he got nowhere even after having spent almost two hours speaking to Al Rayan. I accept this. And, in the circumstances, I agree that Al Rayan could and should have done more. There was, however, then a breakdown in communication for which it wouldn't be fair to hold Al Rayan solely responsible. Had that not happened, I think that Mr S would have been able to access his account – either online or over the phone, for example – much sooner.

Mr S has only recently contacted us and Al Rayan again. I accept that in the meantime he's not been receiving as good an interest rate as he could have done and that his account has also been made dormant. But for the reasons I've just given, I agree with our investigator that it wouldn't be fair to hold Al Rayan responsible for either of these things.

### **Putting things right**

Al Rayan has caused Mr S unnecessary distress and inconvenience and should pay him £100 in compensation for this.

### **My final decision**

My final decision is that I'm upholding this complaint and requiring Al Rayan Bank PLC to pay Mr S £100 in compensation in full and final settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 30 March 2023.

Nicolas Atkinson  
**Ombudsman**