

## **The complaint**

Mr W is unhappy with several aspects of the service that he's received from Think Money Limited.

## **What happened**

To briefly summarise: Mr W called Think Money on 7 November 2023, because he was unhappy that he was experiencing problems with his Think Money card. Think Money weren't aware of any reason why Mr W's card shouldn't have worked at that time, and so they concluded that it might be damaged. Think Money explained to Mr W that they could order a replacement card for him, but that this would incur a fee of £4.99. Mr W wasn't happy about this, so he raised a complaint.

Over the next few weeks, Mr W experienced several issues with the service he was receiving from Think Money. These included further issues with his Think Money card but also with the Think Money app, as well as his being unable to get in touch with Think Money when he tried to call them or having to wait excessively long times to speak with someone.

Think Money responded to Mr W and acknowledged that he'd experienced unreasonably long hold times and that their telephony system had given Mr W incorrect information about the length of time he should expect to have to be on hold before his calls were answered. Think Money also apologised to Mr W for the fact that on one occasion he had requested a call back that subsequently hadn't been made, and for the fact that there were times when Mr W couldn't enter the queue to hold for Think Money because their telephony system was already at maximum capacity.

Think Money also explained that there had been known system issues that meant that some of their customer's had problems when trying to use their cards in ATMs between 17 and 22 November 2023, and they apologised to Mr W for this. And Think Money made a payment of £75 to Mr W as compensation for the trouble and upset he may have incurred for all the above points.

However, there were also several aspects of Mr W's complaint that Think Money didn't uphold. These included issues Mr W had with Think Money's app, Mr W's dissatisfaction with the £4.99 replacement card fee, and Mr W's complaint that a replacement card wasn't ordered for him in the first instance. Finally, Think Money didn't uphold Mr W's complaint about his card not being accepted by merchants with whom he wanted to set up recurring subscription payments, as they felt any issue had been with the merchants. Mr W wasn't satisfied with Think Money's response, so he referred his complaint to this service.

One of our investigators looked at this complaint. They felt that as well as upholding the aspects of Mr W's complaint that they had, that there were several other times when Think Money could and reasonably should have provided better service to Mr W. And because of this, our investigator recommended that Think Money should pay a further £100 to Mr W, taking the total amount of compensation payable to £175. Think Money didn't agree with the view of this complaint put forward by our investigator, so the matter was escalated to an ombudsman for a final decision.

## 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 issued a provisional decision on this complaint on 22 April 2024 as follows:

*I'm largely in agreement with Think Money regarding which of the aspects of Mr W's complaint they've upheld and which they've declined. But I don't feel that the £75 compensation that Think Money have paid to Mr W provides fair compensation for the issues Mr W experienced for which Think Money have paid that compensation.*

*When Mr W called Think Money about his card on 7 November 2023, Think Money weren't aware of any reason why he should have been experiencing those issues and had no record of any declined transactions for Mr W around that time. As such, I feel it's likely that Mr W's card may have incurred some minor damage such that Think Money offering a replacement card was reasonable. Mr W has said that his card wasn't damaged. But minor damage to the chip may not have been evident to Mr W, and as explained, I feel that card damage – rather than an issue with Think Money's systems – is the most likely explanation in this scenario.*

*Additionally, given that Think Money's terms and conditions – which Mr W agreed to and accepted when opening his Think Money account – include that replacement cards incur a £4.99 fee, I don't feel that Think Money charging this fee was unreasonable or unfair.*

*Mr W has also complained that Think Money's agent who suggested ordering a new card didn't then order a new card for him as they'd suggested. But when Mr W was told about the replacement card fee by the agent, he asked to be put through to Think Money's complaints team to raise a complaint. And when Think Money's agent asked Mr W whether he wanted a replacement card ordering before he was transferred to the complaints team, Mr W told Think Money's agent not to order a replacement card at that time. As such, I don't feel Think Money have acted unfairly by not upholding this aspect of Mr W's complaint.*

*Think Money have acknowledged that Mr W experienced several issues not long after Mr W first spoke with them on 7 November 2023. As explained in the preceding section, these include times when Think Money couldn't accept Mr W's calls, long hold times when they could, misleading hold time information, a requested call back not being made, and Mr W having trouble accessing his account via ATMs.*

*Think Money have explained that they moved to a new banking platform, which caused issues of the type that Mr W experienced for many of their customers during the relevant time – largely between 17 and 22 November 2023.*

*But while Think Money's movement to a new banking platform explains the issues that Mr W experienced, it doesn't excuse them. And it remains the case that Mr W felt compelled to make numerous calls to Think Money because of the issues he was experiencing, several of which Think Money couldn't accept because their phone systems were at capacity with other dissatisfied customers. And, when Mr W was able to join Think Money's hold queue, he was told that the estimated call waiting time was less than they actually were, because Think Money's telephony system couldn't account for the large volume of calls it received.*

*Think Money have accepted that during the period 7 to 22 November 2023, Mr W was on hold with them for nearly three hours – when he was able to hold at all. And they've also accepted that Mr W was prompted to request a call back, so that he didn't have to hold, which subsequently wasn't made. And all of this was in addition to the trouble that Mr W had*

*when trying to use his Think Money card in ATMs.*

*In consideration of all the above, I don't feel that £75 is a fair compensation amount here, given the combined impact of these events and the frustration and inconvenience that Mr W incurred as a result. Accordingly, I'll be provisionally upholding this complaint in Mr W's favour and instructing Think Money to pay a further £125 compensation to him, taking the total amount of compensation payable to £200 – which I feel is more fairly reflective of the impact of Think Money's poor service on Mr W.*

*In arriving at this position, I've considered the impact of what happened here on Mr W, as well as the general framework this service uses when assessing compensation amounts, details of which are available on this service's website.*

*Mr W has also complained that he was also unable to access Think Money's app. But Think Money have explained that there weren't any issues with their app at that time and that they have record of Mr W accessing their app during this period. As such, I feel that it's likely that any issues Mr W experienced in this regard were because of matters outside of Think Money's control, such as network connectivity, and so I won't be upholding this aspect of his complaint.*

*Similarly, I also won't be upholding Mr W's complaint that merchant's he tried to set up recurring subscription payments with using his Think Money card rejected that card. This is because I feel that any issue here is most likely to have been with the merchant's directly, rather than with Think Money. For instance, it may have been that merchants didn't update the information they held for Think Money, following Think Money's movement to a new banking platform, in a timely manner.*

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Both Mr W and Think Money responded to my provisional decision and confirmed that they were happy to accept it. As such, I see no reason not to issue a final decision here whereby I uphold this complaint in Mr W's favour on the basis described above. And I therefore confirm that my final decision is that I do uphold this complaint on that basis accordingly.

### **Putting things right**

Think Money must pay a further £125 to Mr W, in addition to the £75 that they've already paid, taking the total amount of compensation payable to £200.

### **My final decision**

My final decision is that I uphold this complaint against Think Money Limited on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 28 May 2024.

Paul Cooper  
**Ombudsman**