

## The complaint

Miss M complains on behalf of Mr M as his representative that Advanced Payment Solutions Limited trading as Cashplus Bank (Cashplus) unfairly blocked Mr M's bank account without any notice.

## What happened

Miss M explains she acts as a legal representative for Mr M as he is mentality disabled and lives in supported living. Miss M says Mr M has an account with Cashplus and holds a prepaid card, and in early July 2023 Mr M's account was frozen without notice and over a weekend, so he was unable to contact Cashplus until the following Monday – leaving Mr M without access to his account.

Miss M says on the following Monday a conference call was held with Cashplus, herself and Mr M where it was explained he was vulnerable and disabled. In that call the agent from Cashplus explained that to unblock the bank account, identification was required confirming Mr M's address and proof of identity, but it could take some time to complete.

Miss M says on the same day she sent Cashplus scanned copies of Mr M's passport and bank statements. Miss M says about a week later an email was received from Cashplus asking again for proof of I/d although this had already been provided. Miss M says she and Mr M on a three-way call, telephoned Cashplus on 25 July 2023 for an update having chased this before. In that call Miss M says the agent refused to access Mr M's account, saying he couldn't do that on a three-way call having done so previously, and Mr M was still denied access to his bank account.

Miss M says Cashplus sent its final response in early August 2023 still asking for the same identification it had already been provided with and Mr M still couldn't access his bank account. Miss M feels Cashplus ignored Mr M's vulnerability and caused unnecessary inconvenience and should unblock his account and offer suitable compensation.

Cashplus says it is able to block customers bank accounts when deemed necessary as detailed under section 10.1 of its terms and conditions. Cashplus says the reason why the account remained blocked was due to the fact the identification documents received from Mr M weren't clear and it couldn't unblock the account until this information was received in the correct format.

Miss M and Mr M weren't happy with Cashplus' response and referred the matter to this service.

The investigator looked at all the available information but initially didn't uphold the complaint and says Cashplus were entitled to block the bank account under its terms and conditions, but as Mr M hadn't provided the identification documents it needed in a readable format, it wasn't able to unblock the bank account. Then on production of further information from Miss M and Cashplus, the investigator felt because Mr M hadn't been informed why the original identification documents couldn't be accepted, Cashplus had caused unnecessary inconvenience and delays and it should pay Mr M £500 for the trouble and upset caused.

Mr M accepted this outcome, but Cashplus didn't and asked for the matter to be referred 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.

Having done so, I will also be upholding this complaint and I will explain how I have come to my decision.

I can understand it would have been frustrating and upsetting for Mr M not to be able to access his bank account, because a block had been placed on it by Cashplus, despite having provided the identification it requested. When looking at this complaint I will consider if Cashplus could have done more to help Mr M gain access to his bank account.

Mr M's representative explained she looks after Mr M's affairs given his vulnerabilities and her complaint centres around the fact Cashplus were unhelpful when she and Mr M tried to get a block removed from his bank account in July 2023. Miss M says Cashplus refused to allow her to discuss fully Mr M's bank account on a three-way call, as it had previously, and this added to the time it took to try and resolve the removal of the bank account block. Miss M says she provided the identification documents to Cashplus as it requested on more than one occasion, but it refused to accept these.

Cashplus says it is able, if it has any concerns, to block bank accounts and this is detailed under section 10.1 of its terms and conditions. Cashplus says the reason why the block was removed was due to the fact the identification that was sent by Mr M wasn't fully readable and it needed a clear copy of this identification before it could remove the block. Cashplus says it wasn't able to deal with the matter on a three-way call, as that didn't meet its standard security requirements, but Mr M would have known what was required to have the block removed from his bank account.

The first thing to say here, is it's quite clear that Cashplus from early July 2023 were made aware of Mr M's acute vulnerabilities and that he required the support of his representative to help him with his financial matters. It's also fair to say Cashplus were within its rights to place a block on Mr M's bank account in early July 2023, as it had some concerns about a recent change of account details.

So, I'm not disputing that Cashplus carried out its standard process here, but what I have to consider here is whether or not, knowing Mr M's situation/vulnerability, that had been explained to them, it did enough to help Mr M gain access to his bank account – and I'm not fully convinced it did. After all it's fair to say blocking a bank account for anyone can prove a stressful matter to deal with, but here it's reasonable to say Mr M's vulnerability would have made that much more challenging. Also, it's not unreasonable to think someone in Mr M's situation would be fairly reliant on that bank account, to help him maintain some element of independence, we know his representative would regularly transfer funds for his personal use to facilitate that.

I accept the fact Mr M was made aware in August 2023 why the identification wasn't acceptable, as it wasn't fully readable and that Cashplus didn't feel it could deal with his representative on a three-way call as it had some security concerns. Even so a month had passed before this was made known to Mr M by way of Cashplus's final response letter. I understand it has only been recently agreed that by using the same identification documentation it was originally sent, it has now agreed to remove the block on Mr M's bank account – some 10 months later. It would seem Cashplus have now taken a more pragmatic

view on that, which is a positive step forward, but I am of the view that could have happened much sooner.

I say this because Cashplus have a vulnerability team and it had the opportunity in early July 2023 to have referred this matter to them at that point, and it's reasonable to think that specialist support team could have played a part to avoid many of the issues Mr M and his representative faced.

With that in mind given Mr M's vulnerable status I feel Cashplus could have dealt with the matter more sympathetically and efficiently given what it knew. Here we have a situation whereby Cashplus knowing all it knew about Mr M, still took 10 months to finally resolve matters and I take the view the level of compensation for the trouble and upset caused should reflect that, for the reasons I have already stated. So, taking this into account I am satisfied in the individual circumstances of this complaint £500 by way of compensation isn't unreasonable.

While Cashplus will be disappointed with my decision, I feel this is a fair outcome here.

### **Putting things right**

I instruct Advanced Payment Solutions Limited trading as Cashplus Bank to pay Mr M £500 for the trouble and upset caused.

### **My final decision**

My final decision is that I uphold this complaint.

I instruct Advanced Payment Solutions Limited trading as Cashplus Bank to pay Mr M £500 for the trouble and upset caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 24 July 2024.

Barry White  
**Ombudsman**