

complaint

Mr L says Metro Bank PLC's refusal to adapt his Personal Cash Account so he can link it to his PayPal account is discriminatory. His disabilities mean he's very reliant on online spending and the limitations of his account weren't made clear when he opened it.

our initial conclusions

Our adjudicator didn't recommend the complaint should be upheld. He said the functionality of the bank's cash account is the same whether the customer is disabled or not. So he didn't agree that it has discriminated against Mr L on the grounds of his disability. He said the written information given when the account was opened made all limitations clear. And the bank had offered to help Mr L review his credit record to see if there was anything he could influence that might make him eligible for a different account that could be used with PayPal. Mr L disagreed, saying the online limitations of the account were never explained to him.

my final decision

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Whilst I know this will be disappointing for Mr L, I've reached the same conclusion as our adjudicator and for the same reasons.

The bank's policy limiting online functionality for this type of account applies to all customers – and whilst I can see it might impact Mr L more than other customers – I can't agree that makes it discriminatory. Whilst I can't know what was discussed when the account was opened, I do think the documentation is very clear about the online limitations (*Limited online transactions - You can pay into your Cash Account however you like, but you can't make electronic payments, eg Standing Orders, Direct Debits. Online purchases can only be made in £ Sterling*). And I think the bank was proactive and helpful when it suggested looking together at Mr L's credit history to see if there was anything he could do so it could accept him onto a different account.

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr L either to accept or reject my decision before 9 November 2015.

Rebecca Connelley

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.