

### **complaint**

Ms C, represented by Mr D, complains that Bank of Ireland (UK) plc (trading as Post Office Financial Services) failed to issue a usable PIN for online access to her credit card account. She says that she was unable to access her account online between February 2012 and October 2012. She originally sought £70 in compensation: later that increased to £250 and a written apology.

### **our initial conclusions**

The adjudicator did not recommend that the complaint should be upheld. He considered that the Post Office had sent out PINs to Ms C and made reasonable attempts to assist her. Mr D disagreed, and said he had already submitted all the evidence he had.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Ms C, Mr D and the business have provided.

There is limited evidence available about this complaint. Mr D has said at different times that Ms C first requested a PIN in January or February 2012. It is clear that a PIN was sent promptly in March 2012 when Ms C requested one then, and it seems that at that point she said it did not work because the card was not registered. Mr D said in August that two further PINs had been issued but did not work because duplicate PINs had been issued, and that numerous calls had been made to the Post Office about the problems. However, the Post Office has no record of such calls and Mr D was unable to provide any indication of dates of contacts between March and August. He did not provide an itemised phone bill when requested. Matters were resolved reasonably promptly after the complaint in August. If the original problem was about registration of the card, then Ms C needed to deal with that rather than seek more PINs. Based on the somewhat conflicting and limited evidence available, I cannot see that I have grounds to conclude that any difficulties were the result of failings by the Post Office or that an award of compensation would be fair and reasonable.

**My final decision is that I do not uphold this complaint.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Ms C either to accept or reject my decision before 2 August 2013.**

*Hilary Bainbridge*

*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.