

## **complaint**

Mr R complains about the inactivity fees that have been applied to his pre-paid currency card by Wirecard Card Solutions Limited.

## **background**

Mr R went to a foreign-exchange counter of a bank in June 2016 because he wanted €50. He says that he was persuaded to take a pre-paid currency card which he thought was provided by the bank but was provided by Wirecard. He didn't use the card and in February 2019 went back to the counter and asked for the €50 to be returned to him but was told that inactivity fees had reduced the balance to €4. He complained to Wirecard but wasn't satisfied with its response so complained to this service.

The investigator didn't recommend that this complaint should be upheld. She said that it was likely that the welcome booklet, which included the terms and conditions, was handed to Mr R when he took out the card, that he'd accepted the terms and conditions by purchasing the card and that the terms and conditions included information about the fees. So she didn't consider that Wirecard had acted unfairly.

Mr R has asked for his complaint to be considered by an ombudsman. He has responded in detail and says, in summary, that:

- the card was misrepresented to him as he was persuaded to take out the card and was told that it was "just like having foreign currency" and he relied on that statement which wasn't true;
- the inactivity fee was so unusual that it should've been drawn to his attention but the fees only appeared on page 8 of the booklet which it's claimed was provided to him (but which he disputes);
- he wasn't notified of the inactivity fees being debited from his card and he couldn't check the account's status on-line as the card wasn't provided to him as an on-line account and he wasn't provided with a user-name and password; and
- the inactivity fee is unfair and unreasonable as it's a device for stripping out the credit balances of inactive accounts.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr R purchased the card in June 2016 and he says that he was persuaded to take out the card by a misrepresentation that it was just like having foreign currency. Wirecard says that as part of the purchase process he would've been provided with a welcome booklet that included the card terms and conditions. Mr R says that he didn't receive a welcome booklet or the terms and conditions. So Mr R and Wirecard give different accounts of what happened more than three years ago. Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I consider it to be more likely than not that Mr R was given a welcome booklet when he purchased the card and that he also received the terms and conditions and a copy of the card agreement. And included in the terms and conditions was a statement that by

purchasing the card he was agreeing to the terms and conditions and the fees set out in the welcome booklet. I'm not persuaded that it's likely that Mr R would've been given (or accepted) a foreign currency card without any supporting documentation. Nor am I persuaded that there's enough evidence to show that the card was misrepresented to Mr R.

I consider that the booklet clearly sets out the fees and limits that were applicable to the card, including an inactivity fee of £2, and that the terms and conditions set out in more detail the basis on which the inactivity fee would be applied. I'm not persuaded that such a fee is so unusual that Mr R's attention should've been drawn to it or that there was any requirement for Wirecard to do more to draw Mr R's attention to the fees, including the inactivity fee, that were applicable to the card.

The booklet included information on how the card could be used and included free phone contact numbers for use throughout the world, an e-mail address and a web-page. So if Mr R had wanted to check the balance on his account (or get any other information about the card) I consider that he was given enough information that he ought to have been able to get that information. And he also had the option of going to the foreign currency counter from which he'd purchased the card and it would've been able to direct him to the relevant contact details. But I'm not persuaded that there was any requirement for him to be sent information about the balance of his account or notices when fees were being applied to his account. Nor am I persuaded that the inactivity fee is unfair or unreasonable.

I sympathise with Mr R because he feels that he's lost €46 but I'm not persuaded that there's enough evidence to show that Wirecard has acted unfairly or unreasonably in its dealings with Mr R about his card. So I find that it wouldn't be fair or reasonable for me to require it to credit the inactivity fees back to his account, to pay him any compensation or to take any other action in response to his complaint.

### **my final decision**

For these reasons, my decision is that I don't uphold Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 21 December 2019.

Jarrold Hastings  
**ombudsman**