

## **The complaint**

M, a small business has complained about the service that PrePay Technologies Limited has provided in regard to him accessing funds from his account.

## **What happened**

The details of the complaint are well known to both parties, so I will not repeat them again here. Instead, I will focus on giving the reasons for my 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 agree with the investigator's findings for broadly the same reasons. I will explain why.

It's not in dispute that PrePay didn't deliver the level of service it strives to provide, as it explained this in its final response letter and offered M £200 compensation.

As such, the only thing for me to decide is whether the offer PrePay made was fair and reasonable. Having considered the circumstances of the complaint, I am not persuaded it is. I say this because, the matter still hasn't been resolved and has gone on for some time causing detriment to M. M has still not received the funds from the account in question. Our investigator explained that M has been impacted by this as it hasn't had access to the funds since 2021. As such, she felt a further award of £150 was fair given the fact there had been a financial impact on M and inconvenience caused to the director of M.

However, PrePay didn't agree, as it felt that the director of M wasn't entirely cooperative when it came to communicating with the team that was handling the case. It went on to say that it could have been resolved quicker if the director had done this. However, I disagree. While I accept at times there were delays caused by the director of M, I am not persuaded that without this delay the matter would have been resolved. I say this because, even at this stage, the funds still haven't been transferred to M. And while PrePay continues to say the Director of M hasn't transferred the funds while the account is on 'pause', I have seen evidence to show that the Director of M has sent correspondence stating he was having difficulties doing so.

I have then gone on to consider PrePay's letter dated 20 September 2022 which says:

*"Alternatively, if you can provide alternative bank details in your name, along with statement dated within the last 3 months, I can arrange a transfer of the funds for you. Please let me know which option you would prefer, and I'll assist accordingly"*

So, PrePay had the ability to do the transfer, was aware the Director of M was struggling to complete the transfer, received M's account details and PrePay still failed to arrange the transfer.

PrePay has since said the reason the transfer hasn't been completed is due to M not providing a bank statement of the account he wishes the funds to be transferred to. And while I can see that this was originally requested in its final response letter, the Director of M has continued to query why he hasn't received the funds. I can't see any correspondence from PrePay to explain this to the Director. So, while I understand PrePay feels the Director of M didn't mitigate his inconvenience by cooperating (which I have considered), PrePay has continued to cause unnecessary delays by not communicating, which continues to impact M. So, with that in mind, I think the further £150 recommended by our investigator for the inconvenience PrePay has caused is fair and reasonable. Bringing the total offer to £350.

### **Putting things right**

Our investigator has requested that the Director of M provides a bank statement (of the account he wishes the funds to be transferred to) to PrePay. Once PrePay has received this it must arrange for M's funds to be transferred to the account which M specified. PrePay must pay M a further £150 bringing the total award for inconvenience caused to £350.

### **My final decision**

I uphold this complaint and require PrePay Technologies Limited to arrange for the funds to be transferred to the account in which M specified and pay a further £150 for the inconvenience it caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask I to accept or reject my decision before 26 July 2023.

Jade Rowe  
**Ombudsman**