

The complaint

Mr W complains that Squareup Europe Ltd trading as Cash App withdrew the facility to make international payments.

What happened

Mr W has an account with Cash App that previously had the facility to make international payments. Cash App says it withdrew the ability to make international payments and notified customers via its app on 6 June 2023.

On 4 July 2023 at 19:54 Mr W used Cash App's online chat facility to ask why the ability to make international payments had been withdrawn. The automated responses explained the facility had been withdrawn and some additional information about payment limits for UK transactions was provided.

During the chat, Mr W asked for a deadlock letter to be provided so he could refer a complaint to the Financial Ombudsman Service. At 20:09 Mr W was connected to an agent who acknowledged his complaint and explained it had been escalated to the relevant team. Mr W continued to use the chat facility to ask for an explanation and was sent automated responses.

Mr W referred his complaint to us on 4 July 2023 and a case was raised. Cash App issued its final response to Mr W's complaint on 14 August 2023. In its final response, Cash App acknowledged Mr W's complaint dated 4 July 2023 and confirmed the facility to send and receive international payments wasn't available. Cash App confirmed the decision was final. Referral rights for the Financial Ombudsman Service were provided.

An investigator at this service looked at Mr W's complaint. They said Cash App's terms and conditions allowed it to limit or block services and weren't persuaded it had acted unfairly by removing the ability to make and receive international payments. The investigator also said that the Financial Ombudsman Service can't generally consider complaints about *complaint handling* in its own right.

Mr W asked to appeal and said the Financial Ombudsman Service is able to consider *complaint handling* when it's ancillary to a regulated activity. Mr W also said that Cash App's explanation hadn't confirmed why it had to withdraw international payments and that it had failed to provide advance warning of its decision. As Mr W asked to appeal, his complaint has been passed to me to make a 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.

I'm aware I've summarised the events surrounding this complaint in less detail than the parties involved. No discourtesy is intended by my approach which reflects the informal nature of this service. I want to assure all parties I've read and considered everything on file. I'm satisfied I don't need to comment on every point raised to fairly reach my decision. And if

I don't comment on something, it's not because I haven't considered it. It's because I've focused on what I think are the key issues. My approach is in line with the rules we operate under.

Cash App says its decision to place limitations on the ability to make and receive international payments is covered by section XII.6 of its terms and conditions which say:

Square Europe (Cash App) reserves the right to block, refuse, or reverse any Payment Instruction made under these terms where it reasonably believes... that it must do so: (i) to protect the security of the account, (ii) if there is suspected unauthorised or fraudulent use of your Cash Account, (iii) you are in breach of the Service Terms or (iv) the transaction is or is determined by Square Europe, in its sole discretion upon taking into consideration any relevant recommendations from Square International, like to be unlawful. We will notify you promptly if we decide to do so unless such notification would be unlawful.

I also note that section XVII.3 of Cash App's terms and conditions that say:

We may impose limitations on the value and frequency of payments that you can make using the Cash Service. We reserve the right to change the limitation at any time for security reasons or where we consider it necessary to comply with Applicable Law. We reserve the right to refuse any request to transfer funds if processing the transfer will exceed these limits.

I'm satisfied that Cash App's terms and conditions allow it to place limitations on proposed transactions and choose to refuse a payment instruction. So I'm unable to agree Cash App has acted unfairly by doing so.

I can see that Mr W has consistently asked Cash App to explain why international payments had been limited. But Cash App's terms don't say it has to provide a specific reason explaining why it had taken the decision to limit international payments in the way it has. And Cash App has chosen not to give that information to Mr W. I'm sorry to disappoint Mr W but we can't force a business to provide information it's deemed commercially sensitive, as Cash App has here. I haven't been persuaded that by refusing to disclose its reasons, Cash App treated Mr W unfairly.

Mr W asked when Cash App notified him of the new limitation on international payments. Cash App's explained that, from 6 June 2023, its app would decline a request to send an international payment – which is what Mr W found on 4 July 2023. I agree it would've been more convenient for Mr W if Cash App had given him specific notice of its decision to limit international payments on 6 June 2023. But I haven't seen anything that leads me to conclude that the failure to notify Mr W at the time caused an unreasonable level of inconvenience to the point where I can fairly award compensation.

Mr W's also raised concerns regarding the information given during his online chats with Cash App on 4 July 2023. I can see Mr W asked about the ability to make international payments and was advised they were not possible. Other payment limits were also noted. When the information he asked for wasn't provided, Mr W's questions and the responses given did go round in circles and it does appear he was receiving automated responses. But I'm satisfied the information Cash App provided explained Mr W wasn't able to make an international payment.

Mr W's online chat started at 19:54 and at 20:04 he asked for a deadlock letter to be provided so he could refer the matter to the Financial Ombudsman Service. Cash App's chat history shows it sent a message at 20:09 to confirm his complaint had been acknowledged and passed to the relevant team. So whilst I understand Mr W wanted to refer the matter to

this service, I'm satisfied Cash App correctly acknowledged receipt of his complaint and confirmed it was being escalated.

The Financial Ombudsman Service can't consider a complaint until a business has had the opportunity to investigate and resolve it. Under the rules, businesses have eight weeks to investigate a complaint and issue a final response. Here, Mr W complained on 4 July 2023 and a final response was issued by Cash App on 14 August 2023. So whilst I understand Mr W wanted Cash App to send him a deadlock letter on 4 July 2023, it could only do that once his complaint was investigated. I'm satisfied the final response represents the deadlock letter Mr W requested and that it was issued to him in line with the relevant time limits.

As our investigator noted, we can't normally consider a complaint about *complaint handling* in its own right. Mr W's explained he feels his concerns fall within our remit as they're ancillary to a regulated activity. But I'm not persuaded that's the case here. Mr W's main complaint was made on the basis that he wasn't able to make an international payment from his Cash App account. Whilst I note Mr W was unhappy with the responses he got via the online chat, as noted above, I'm satisfied Cash App confirmed its position.

Mr W's remaining concerns relate to the ability to escalate his complaint and obtain a deadlock letter so he could refer the matter to the Financial Ombudsman Service. I'm satisfied those issues standalone, outside the main complaint Mr W made. As a result, I agree with the investigator that this element of Mr W's complaint falls outside of our remit and isn't something we can consider.

I'm sorry to disappoint Mr W as I can understand why he was frustrated by Cash App's actions and the way it responded to his enquiries. But, overall, I haven't found grounds to uphold Mr W's complaint or direct Cash App to take any further action.

My final decision

My decision is that I don't uphold Mr W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 5 April 2024.

Marco Manente
Ombudsman