

The complaint

H complains about difficulties using ClearBank Limited (Tide)'s mobile app to access its account.

What happened

H holds an account with Tide and Mr C (H's owner) has explained that he had previously been able to use its app on his mobile phone to access its account. But on 7 November 2023 Mr C contacted Tide via its online chat facility and raised concerns he was no longer able to access H's account via the app.

Tide gave Mr C some information about issues he may've been encountering, including whether malware was present on his phone. Tide also said Mr C could reset his phone or move to another device that supported up to date operating systems that its app could use. Tide also gave Mr C information setting out how to recover H's account.

Mr C complained on H's behalf and Tide issued a final response on 9 November 2023. Tide said it had provided guidance on how to recover H's account. Tide also said it had told Mr C that its app couldn't run on an Android "rooted device" and required an up to date operating system. Tide offered H £50 for the inconvenience caused.

In January 2024 Mr C responded to Tide on H's behalf and explained that he'd spoken with his mobile phone provider which had confirmed there was no malware present on his phone and he was still experiencing an issue with its app. Mr C added that he'd never had an issue with Tide's app until just before he complained. Mr C explained that he would need to upgrade his phone to accommodate the Tide app which would come to more than the £50 offer it had made in its final response.

Mr C referred H's complaint to this service and it was passed to an investigator. They thought Tide had dealt with Mr C's enquiries and H's complaint fairly and didn't ask it to increase the award beyond £50. Mr C asked to appeal H's complaint and said when he opened the account with Tide he hadn't been told that it may stop supporting the app on his phone in the future. Mr C added that to continue using Tide's app he had to buy a new phone and take out a contract. As Mr C asked to appeal H's complaint it's 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 can understand Mr C's frustration that Tide's app stopped working on his phone. And I agree that Tide could've explained the situation more clearly when Mr C contacted it to raise his concerns. When Mr C told Tide about the issue, it referred his concerns to a technical team. And one of the reasons given for the app suddenly not working was that Mr C's phone may have malware saved. But Mr C's confirmed that his mobile phone provider has told him that's not the case.

Another option is that Tide's app is no longer supported on older mobile phone operating systems, as it and the investigator have said. And Mr C's confirmed that to resolve the issue, he ultimately had to get a newer phone so Tide's app could be downloaded. I appreciate that these issues are of H's making and that Mr C hasn't done anything wrong in terms of the way he's used the app and account with Tide.

With that said, I also have to be fair to Tide and I think it's reasonable to say that, like many businesses, its technology and services are updated and can change over time. Here, Tide's app was originally supported on Mr C's device which he was able to use to access H's account. I've looked at Tide's terms and conditions to see if this situation is covered. Section 8.2 of Tide's terms say:

You must obtain, maintain and keep secure any equipment and ancillary services necessary to connect to, access, or otherwise utilise the Tide Platform, including but not limited to internet access, networking equipment, hardware, software, and operating systems.

In my view, Tide's terms are clear in explaining that it is the customer's responsibility to obtain and maintain the equipment required to access and use the account. I think that fairly includes operating a phone or device that is able to work with Tide's app. Ultimately, that meant Mr C had to have a phone or other device that he could use to access Tide's app and banking platform. Whilst I understand that's led Mr C to update his phone so he can continue to access H's account, I'm not persuaded that means Tide has treated him or the business unfairly. I'm sorry to disappoint Mr C but I haven't found that Tide has acted outside of its terms or made a mistake.

Tide's final response offered Mr C £50 for the inconvenience caused. And, as noted above, I think Tide could've been clearer when explaining the cause of the issues Mr C experienced when trying to use the app to access H's account. Having considered all the available evidence, I'm satisfied that a payment of £50 is a reasonable way to resolve H's complaint and fairly takes in to account the level of distress and inconvenience caused.

My final decision

My decision is that ClearBank Limited (Tide) has already agreed a settlement that is fair and reasonable in all the circumstances. Under the rules of the Financial Ombudsman Service, I'm required to ask H to accept or reject my decision before 12 April 2024.

Marco Manente
Ombudsman