

The complaint

Mr C complains that PrePay Technologies Limited has unfairly applied account charges.

What happened

Mr C says PrePay charged him an account fee of €1.16. He says he wasn't told about the charge which should be refunded. Mr C says the charge has caused financial difficulties and he spent some time trying to register a complaint.

PrePay says it made changes to the account and sent Mr C a number of e-mails telling him about an inactive account fee. It has offered Mr C a £10 goodwill gesture for the poor service when he called it.

Mr C brought his complaint to us, and our investigator didn't uphold it. The investigator thought PrePay had sent e-mails to Mr C's correct e-mail address about the charges which it was entitled to make. The investigator explained that complaint handling was not a regulated activity and so we couldn't consider that part of the complaint.

Mr C doesn't accept that view and says PrePay has continued to make the charge which he says is unfair as the complaint was not resolved.

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 have come to the overall view that I don't uphold this complaint.

I have looked carefully at PrePay's records and am satisfied that it sent a number of e-mails to Mr C about changes to his account. I think it reasonable to have expected Mr C to have read his e-mails and I can't fairly find PrePay responsible for Mr C not doing so. I'm satisfied PrePay told Mr C about the inactive account fee and so think it acted in line with agreed account terms and conditions by applying it.

I appreciate Mr C says PrePay should not have continued to apply the fee whilst this complaint was ongoing, but I disagree. I find Mr C knew about the fee in December 2023 and must have known it was an inactive account fee. I would have expected Mr C in those circumstances to have either cancelled the account if he didn't want it or pay the fee if he did want the account. It follows that I don't think PrePay acted unfairly or made a mistake by continuing to charge the fee which I have made clear Mr C knew about.

Overall, I'm satisfied PrePay hasn't made a mistake or acted unfairly about the account charge. I can see it has offered Mr C £10 as a goodwill gesture for the poor customer service which I am satisfied is a fair and reasonable offer. I can see Mr C also agrees that the offer is fair. I make clear to Mr C that this service generally can't consider any complaints about complaint handling as it isn't a regulated activity.

My final decision

My final decision is that PrePay Technologies Limited has made a fair and reasonable compensation offer of £10 which it should pay Mr C if he accepts this decision. Mr C's acceptance of that offer would be in full and final settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 19 June 2024.

David Singh
Ombudsman