

## **The complaint**

Mr C complains about the way Tesco Personal Finance PLC trading as Tesco Bank dealt with a payment he made using a credit card. Mr C also complains that Tesco Bank discriminated against him and failed to make reasonable adjustments.

## **What happened**

Last year, Mr C made a payment to a retailer using one of two credit cards he holds with Tesco Bank. But around a month later, Mr C contacted Tesco Bank and explained he'd used the wrong credit card to make the purchase and asked the agent to move the payment to his other credit card, the one he intended to use.

Tesco Bank's agent advised Mr C it wasn't possible to switch the payment to the credit card he intended to use. The agent said Mr C could ask the retailer to issue a refund or complete a balance transfer with another business instead. Mr C asked to speak with management and also requested Tesco Bank's CEO's contact details. The agent advised they couldn't provide the CEO's contact details and said they could arrange for a complaint to be raised.

Mr C spoke with a number of individuals at Tesco Bank and was ultimately passed to a manager. A complaint was raised. As well as complaining about Tesco Bank's refusal to move the payment from one card to the other, Mr C also said he it had lied to him, that he'd experienced long wait times on the phone, and that the business hadn't applied reasonable adjustments in its dealings with him. Tesco Bank agreed to send Mr C a final response.

Tesco Bank's final response didn't agree that its agents had made a mistake when they advised Mr C it wasn't possible to switch the payment from one credit card to another. In addition, Tesco Bank didn't agree that its agents had lied to Mr C or that there were problems with the service provided. Tesco Bank said that, as a gesture of goodwill, it applied a two month interest waiver to Mr C's credit card so he could move the balance to another provider and advised any missed payments would be reflected on his credit file.

In addition, Tesco Bank didn't agree its agents had made a mistake by declining Mr C's request for its CEO's contact details. Tesco Bank also apologised for some of the hold times Mr C had experienced when calling. Tesco Bank also said that to establish how it could help it asked Mr C to confirm the nature of his vulnerability or disability. Tesco Bank paid Mr C £25 to apologise for the hold times he'd experienced and confirmed a two month interest waiver had been agreed.

An investigator at this service looked at Mr C's complaint. They didn't think Tesco Bank had made a mistake when it refused to move the payment from one credit card to the other. The investigator also said that, as a service, it's not our role to say whether Tesco Bank had breached the Equality Act 2010 which is a matter for the courts. But the investigator said they thought the first agent Mr C had spoken with could've handled the call better and asked Tesco Bank to pay him a further £25 for the distress and inconvenience caused.

Mr C didn't accept and said Tesco Bank had failed to make reasonable adjustments as required by the Equality Act 2010. Mr C didn't agree to settle in line with the investigator's

recommendations. Tesco Bank asked to appeal and said it didn't feel there were reasonable grounds to award further compensation to Mr C. As neither party accepted the investigator's view, Mr C's 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.

Mr C has explained that similarities with the credit cards Tesco Bank has issued and the length of expiry date used caused confusion when making the payment in question. Tesco Bank has explained it increased the expiry date of its cards from three to five years when reissuing them. But I think it's fair to note the credit cards had different card numbers. I'm not persuaded that the similarities between the credit cards caused the incorrect account to be used for the payment Mr C made.

Mr C asked Tesco Bank to move the transaction to his other credit card, but it declined. Tesco Bank has confirmed its approach and that there was no option to switch balances between two accounts held with it. Tesco Bank advised Mr C had the option of requesting a refund from the retailer and then completing the payment using the correct card. I understand why Mr C asked Tesco Bank to move the payment, but I'm satisfied it correctly confirmed how it operates and that there was no facility in place to proceed on that basis. I can see that when Tesco Bank responded to Mr C's complaint it agreed to waive interest for the credit card he used for a period of two months so he could look into completing a balance transfer to another lender. In my view, Tesco Bank considered the circumstances of Mr C's complaint and I think its agreement to waive interest was a fair way to resolve this part of his case.

When Mr C called Tesco Bank to discuss the payment he spoke with several members of staff. I've listened to the available call and read the transcripts where recordings aren't available. I can see that Mr C was keen to resolve his complaint that day and wanted Tesco Bank to move the payment from one credit card to the other. But when the agent advised that wasn't possible, Mr C asked to escalate the issue by speaking with a manager and obtaining contact details for Tesco Bank's CEO. Mr C was initially told that a complaint would be raised and a call would be made to him within 48 hours. But the call was later escalated and a complaint raised. Mr C was able to discuss the issues raised with a manager.

Tesco Bank's confirmed its normal approach is for call backs with managers to be arranged. But in this case, it was possible for the call to be transferred to a manager when Mr C explained a call back wasn't possible. I don't doubt that Mr C found the process of escalating his concerns frustrating, but I haven't been persuaded that Tesco Bank misled or treated him unfairly with the approach it took.

When Tesco Bank responded to Mr C's complaint it apologised for the length of time his calls were on hold and paid him £25 for the inconvenience caused. The investigator thought the first agent Mr C spoke with could've handled the call better. They recommended Tesco

Bank pay Mr C a further £25 for the distress and inconvenience caused by the way the call was handled and lack of empathy shown. I've listened to Mr C's call with Tesco Bank and I agree there were times when the agent appeared to make light of the issues raised. I also felt the agent missed opportunities to calm the situation when Mr C asked to escalate his concerns. I've noted the responses from both Mr C and Tesco Bank. Having done so, I'm satisfied that a further payment of £25, taking the total award to £50, fairly reflects the level of distress and inconvenience caused to Mr C by the way his calls were handled. So I'm going to proceed on that basis.

Mr C's told us he feels Tesco Bank discriminated against him by failing to make reasonable adjustments in order for him to contact the CEO about his concerns. When Mr C spoke with Tesco Bank's agents they advised it doesn't give out its CEO's direct phone number or email address. A postal address for Tesco Bank's CEO was given to Mr C. But Mr C's told us it's his view that Tesco Bank's failed to make reasonable adjustments as required under the Equality Act 2010 to allow him to call head office instead.

I'd like to explain that the Financial Ombudsman Service is unable to make findings about whether discrimination has taken place in terms of the Equality Act 2010. That's a matter of law and only the courts have the power to make a decision of that nature. I have taken the relevant law into account in relation to Mr C's concerns and whether I think Tesco Bank has acted in a fair and reasonable manner. This involves taking a number of factors into consideration, including the provisions made in The Equality Act 2010.

Throughout his discussions with Tesco Bank Mr C asked for contact details of the CEO and head office so he could escalate his concerns. The members of staff Mr C spoke with were consistent in explaining that it doesn't provide a direct phone number or email address for its CEO. And Tesco Bank went on to provide an address Mr C could use to write to the CEO. I understand Mr C's view that asking him to send a letter demonstrates Tesco Bank failed to make reasonable adjustments as required by the Equality Act 2010. As I've said above, it's not our role to say whether Tesco Bank breached the Equality Act 2010 so I've focused on whether it treated Mr C fairly.

Whilst I understand why Mr C wanted to contact the CEO, I think it's reasonable to say Tesco Bank has a process in place for customers who need to raise a complaint. And when Mr C raised concerns after Tesco Bank refused to move the payment to his other credit card, a complaint was raised and investigated. Tesco Bank went on to issue its final response and offered a settlement to try and resolve his complaint. The process Tesco Bank followed is in line with the complaint handling rules that are set out by the Financial Conduct Authority, the industry regulator. I've considered everything Mr C's told us, but haven't been persuaded that Tesco Bank's approach was unfair.

For the reasons I've given above, I'm upholding Mr C's complaint and directing Tesco Bank to pay him a further £25 for the distress and inconvenience caused.

### **My final decision**

My decision is that Tesco Personal Finance PLC trading as Tesco Bank should pay Mr C a further £25.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 14 April 2023.

Marco Manente  
**Ombudsman**

