

## **The complaint**

Mr S complains about the service he received from TSB Bank plc ("TSB") when he needed a replacement debit card. He says he experienced multiple problems, the result of which was that he was without a working debit card for several weeks.

## **What happened**

Mr S holds several accounts with TSB. He uses one of them as his main account and regularly uses a debit card to make payments from it. I'll call this Account 1. On 5 August 2022, his debit card for Account 1 was retained by an ATM. Mr S contacted TSB to cancel the card and request a new one.

He received a new card a few days later but he says it didn't work, so he called TSB. TSB couldn't determine why the new card wasn't working, so it ordered another one. At the same time, it ordered new cards and PINs for Mr S's other accounts including his credit card account. TSB apologised for what had happened and paid £25 into Mr S's account to acknowledge the distress and inconvenience caused.

In the period between 10 August and 6 September, TSB ordered several new cards and PINs for Mr S. But Mr S experienced problems throughout this period, with cards either not being sent to him or not working consistently. Information from Mr S's local branch confirms that cards weren't always being sent to him and that a card ordered by the branch staff was cancelled by another department.

There were problems with the credit card as well. Mr S told TSB that he had received a new credit card but no PIN for it. TSB accepted that, due to human error, no PIN had been ordered. It apologised and offered him £50 for the distress and inconvenience. But Mr S didn't accept this offer, so it hasn't been paid.

Mr S says that the issues went on until 21 September. Until that time, he says he had difficulty getting cash out and couldn't do online shopping because he didn't have a working card. He says that some regular payments from his account were also affected, which caused his internet to be disconnected and other services stopped.

Mr S says he had to keep ringing TSB to try and sort out the problem and spent over 20 hours on the phone. He says he had to borrow money from friends and neighbours - to his great embarrassment - and that the stress of the situation affected his work. He says he broke a tooth due to biting down as a result of stress and it cost £65 to have this repaired. Mr S says that TSB hasn't shown any understanding of how difficult it has been for him to be without a working debit card for such a long time and that the branch manager was very rude and dismissive of the issue. He says that, when he told the branch staff that he wanted to transfer his money to another bank, they told him there would be a charge of around £2,000 to do so.

Mr S asked this service to look at the complaint. I issued a provisional decision on 28 September, indicating my intention to uphold the complaint and direct TSB to pay further compensation of £375 to Mr S. TSB agreed to this. But Mr S wasn't happy with the amount

of compensation. He remains very unhappy with the way he was treated by TSB and says it didn't give him any help or guidance on how to deal with the problems with the cards. He says he feels very let down by TSB and has asked me to look at the situation again.

### **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've also considered Mr S's comments and thought about everything again. I'm sorry to disappoint him, but I'm afraid I'm not going to increase the compensation from the amount I recommended in my provisional decision. I've set out my findings below.

I'm satisfied that Mr S uses Account 1 as his main account and that, before these issues arose, he used the debit card on this account almost daily. The information I've seen shows that he didn't make debit card payments from his other accounts before August 2022.

I find that Mr S was without a working debit card for Account 1 from 5 August to around 21 September. There was a brief period within this timeframe when one of the replacement cards appears to have been working. The card issued on 23 August was used by Mr S on 31 August. He says he only received the PIN on 30 August and that the card worked for less than 24 hours. This is supported by his statements, which show this card was used just twice, on 31 August. The card issued on 6 September was used by Mr S for the first time on 21 September and has been used successfully since then. So, I'm satisfied that Mr S was effectively without a working card on Account 1 for around six weeks. TSB accepts this.

TSB also accepts that Account 1 was used by Mr S as his main account. It acknowledges that being without a debit card for this account for six weeks would have been frustrating and inconvenient. But it says there were other ways that Mr S could have accessed the money in this account during that time. It says he could have withdrawn cash at a branch or transferred money to a friend or family member so that they could make payments or cash withdrawals for him. TSB accepts that these methods aren't ideal but says they would have enabled Mr S to access his money.

But Mr S says it's not reasonable to expect him to involve friends and family, causing stress and embarrassment. He also says that, due to his work, he couldn't easily visit a branch every time he wanted to take out cash. And he's unhappy that he could only withdraw £50 at a time.

TSB has explained that, if Mr S wanted to withdraw more than this, it had to be authorised by the branch manager. So, if Mr S visited the branch when the manager wasn't available, he wouldn't have been able to withdraw more than £50. I think that's reasonable under normal circumstances. But, in these circumstances, I think TSB could have done more to help Mr S.

TSB says it doesn't charge customers for withdrawing cash in its branches and that it has no record of Mr S being told it would cost him £2,000 to withdraw funds. I haven't seen any evidence that Mr S was told this, but I don't doubt that there were some difficult interactions between him and the branch staff.

I think TSB's suggested workarounds are reasonable as a short-term solution. But I don't think it's reasonable to expect Mr S to have managed in this way for six weeks. He doesn't dispute that he could access his money. His statements show that he tried to mitigate the situation by regularly transferring funds between his TSB accounts. I think it's reasonable to expect him to have taken some steps like this. But I don't think this should have been necessary over such a long period of time.

TSB says that Mr S had working debit cards for his two other accounts. But I can't conclude that was the case for the whole of the period in question. I note that a new card was issued on one of the other accounts on 10 August. Mr S's statements show that it was used on 22 and 23 August. But he says it worked for just 24 hours and was then declined. This is supported by the statements as the card wasn't used again.

For the other account, the statements show that Mr S first used a card to make payments on 25 August. He says this card worked initially but was then declined and he says TSB told him it had been stopped by its fraud team. The statements show there were no further transactions on this card until 1 September, so I can't conclude that it was working in between these dates.

I find that Mr S didn't have a working credit card for the relevant period, or until 22 August at the earliest. So he couldn't have used that to make payments and, even if he could, I think it's understandable if he preferred not to use a credit card.

So, although there were some brief periods between 5 August and 21 September when Mr S was able to use a debit card, I find that these were short-lived. I find that he was able to access his funds during this time through Internet Banking and he took steps to keep on top of his finances by making multiple transfers between accounts. I haven't seen any evidence of financial loss as a result of the card problems. But I don't doubt that the situation was extremely inconvenient and frustrating for Mr S, given how long it went on for. He couldn't rely on his cards working, which caused him a great deal of stress as well as practical difficulties. Mr S says that he's not very IT literate and found the whole situation extremely stressful and difficult to deal with. I've taken this into account when making this decision. Mr S has described how he was affected and the embarrassment he suffered through having to ask friends and neighbours for help. As TSB pointed out, I haven't seen evidence that he borrowed money, but I have no reason to doubt what he says about this.

Mr S says that TSB offered no guidance on what he should do and I'm satisfied that was the case. I hadn't seen any evidence of support from TSB when I wrote my provisional decision and so I had factored that into my assessment of the amount of compensation which should be paid here. Mr S says he also feels let down because, although TSB acknowledged in its final response letter that it had made mistakes, it didn't apologise or offer compensation. The final response to the credit card complaint acknowledges that saying sorry doesn't make amends for the upset caused and offers £50 for the distress and inconvenience. This hasn't been paid, but that's because Mr S didn't accept the offer. In relation to the earlier complaint, TSB paid £25 into Mr S's account in August 2022. So I find that TSB did mention compensation when it answered the complaints, although the amount it offered was significantly less than what I'm going to ask it to pay.

Mr S says that some of his subscription services were cut off because of problems with the cards. TSB has suggested that most merchants are signed up to an automatic update service, which updates the card details each time a card is replaced. I've reviewed Mr S's statements and I note that there was no break in payments to a streaming service which I'll call N in the period from August to December. So I don't find that there was any disruption to that service. Mr S mentioned another provider, which I'll call D. The only payment to that provider which I've been able to identify was in December. From the information I've seen, I can't conclude that there was a subscription in place before that or, if there was, that it was disrupted by the issues with the debit cards. And I haven't seen any evidence of disruption to internet services.

Mr S says he spent hours on the phone to TSB as well as visiting the branch, trying to sort out the issue. I've seen his phone records and I note that the cost of these calls was covered

by his monthly call plan. So he's not out of pocket as a result. But he spent over five hours on the phone to TSB between 10 August and 6 September. Mr S has also pointed out that the phone bills only show the occasions when he got through to TSB and spoke to someone. He says there were many other times when he tried ringing and didn't get through. I'm also satisfied that he visited the branch on more than one occasion. I find that Mr S spent a considerable amount of time communicating with TSB about this issue.

In conclusion, I think TSB made mistakes here which had a negative impact on Mr S. It should have been possible to provide him with a working debit card for Account 1 very quickly after his original card was retained by the ATM. But this didn't happen and there's no doubt this caused Mr S inconvenience and stress. TSB has said that the impact on Mr S was fairly minimal and that there were workarounds available to him so that he could still use the funds from Account 1. There were ways in which Mr S could access his funds and I would expect a customer to take reasonable steps to try to minimise the impact of a situation like this. I think Mr S tried to do that here. But I don't think it's reasonable to expect a customer to go on making these changes over such a long period of time. It shouldn't take six weeks for a business to provide a working, replacement card.

So, I think the impact on Mr S was considerable, causing him distress, inconvenience and disruption over several weeks which needed effort on his part to sort out. TSB needs to pay Mr S compensation which reflects this. I've thought about this carefully and considered the comments from Mr S. It's very difficult to put a monetary value on the stress and inconvenience caused by a situation like this. And different customers will experience different levels of stress when faced with the same situation. I've considered all the circumstances and the ways in which Mr S specifically was affected. I'm awarding compensation for the impact TSB's mistakes had on him, not for the mistakes themselves as our awards aren't intended to punish a business.

Having thought about everything again, I still think £400 is a fair amount of compensation here. It's in line with our general approach to awards and takes account of Mr S's specific circumstances.

So, I'm going to ask TSB to pay Mr S compensation of £400 in total. As it has already paid £25, this means it will need to pay him a further £375.

### **My final decision**

For the reasons above, I uphold this complaint. TSB Bank plc should pay a further £375 to Mr S.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 1 November 2023.

Katy Kidd  
**Ombudsman**