

## **The complaint**

Ms C complains that TSB Bank plc cancelled her debit card in error and the new card it sent didn't work. Ms C says that because of this she was unable to use her card on holiday or pay cash into her account and had to cancel a second holiday and swimming lessons for her child.

## **What happened**

Ms C contacted TSB to raise a debit card dispute and TSB cancelled Ms C's debit card in error. Ms C complained to TSB that she was due to go on holiday and this left her without access to her account. TSB apologised and paid Ms C £200 for the error it had made in cancelling Ms C's debit card. Ms C contacted TSB again to say that its error caused a second holiday to be cancelled because she was unable to pay cash into her account to pay for the holiday. Ms C says was unable to pay cash in without a debit card or go to a local TSB branch to pay this in. TSB paid Ms C a further £100 for the poor experience it had provided but didn't uphold the complaints that its error had caused the second holiday and swimming lessons for her child to be cancelled.

Ms C brought the complaint to the Financial Ombudsman Service and one of our Investigators looked into things. The Investigator thought that as there was not enough evidence that Ms C's second holiday and the swimming lessons were cancelled as a result of TSB's error, the £300 TSB had already paid to Ms C was a fair and reasonable outcome. Ms C asked that an Ombudsman decides the complaint.

## **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.

There's no dispute TSB got things wrong when it cancelled Ms C's debit card, so I don't have to consider if TSB made an error. Instead, I've considered what the impact of this error was on Ms C. I understand that Ms C will be disappointed, but for very much the same reasons as our Investigator I've decided that the apology and £300 TSB has already provided is a fair and reasonable remedy to resolve the complaint. I will now explain why.

I'm persuaded Ms C didn't have her debit card available for a period of time and this caused her inconvenience. Ms C's bank statements show that she was able to access her bank account during the period between 24 July and 3 August. There were faster payments in and faster payments out of this account to and from individuals and businesses, but there are no cash credits during this time. Taking all of this into account, I'm satisfied that Ms C wasn't completely without access to her bank account during this time, but it's more likely than not Ms C was inconvenienced by TSB's error when it cancelled her debit card. The apology and the payments TSB made Ms C of £200 and £100 is a fair and reasonable remedy to recognise the impact this had on Ms C's day-to-day life for a brief time.

In respect of the cancellation of the second holiday, when the holiday company attempted to take a payment from Ms C's account, the collection failed. This may have been as a result of

Ms C having a new debit card or because Ms C's account balance wasn't sufficient to pay the balance of the holiday on 3 August – the final balance due date. When messaging Ms C about this failed collection, the holiday company advised Ms C to login to its booking site to complete the payment or make other arrangements to pay the amount due. I've not seen anything that persuades me Ms C made any attempt to pay the balance in another way.

Ms C says she was unable to pay the cash into her account that she'd received from fellow travellers for the second holiday, and this meant she was unable to make the final payment. I appreciate Ms C says she may have been able to pay cash into her account through a local Post Office with her debit card if it had been available, but Ms C could also have used the Post Office to pay in using a pre-printed paying-in slip and pre-paid TSB branded envelope. I understand it may have been challenging for Ms C to get to a TSB branch to pay in any cash, but as Ms C had arranged to accept payments from her fellow travellers for the second holiday in cash, she would always have had to pay this cash in to her account to pay for the holiday. And this could be done in the ways I've highlighted. So, I think it would be unfair for me conclude that it was TSB's error that prevented Ms C paying in the cash, and that it was TSB's error that resulted in the second holiday being cancelled.

For completeness, I acknowledge Ms C says she had to cancel swimming lessons for her child and that she received threatening letters about her late rent payments. However, Ms C has been unable to provide evidence that this was the case, so I can't fairly consider these issues in my final decision.

### **My final decision**

I've decided the apology and the £300 payment TSB Bank plc paid to Ms C is a fair and reasonable remedy to settle the complaint. I won't be asking TSB Bank plc to do anything else.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 30 April 2024.

Paul Lawton  
**Ombudsman**