

The complaint

Ms M complains that TSB Bank plc (“TSB”) hasn’t protected her from losing money to a scam.

What happened

The background to this complaint is well known to both parties, so I won’t repeat everything here. In brief summary, Ms M has said that starting from February 2021 she made numerous payments from her TSB accounts as a result of a scam. Ms M subsequently got in touch with TSB. Ultimately, TSB offered to reimburse Ms M £4,400.36. Ms M remained unhappy and referred her complaint about TSB to us. As our Investigator couldn’t resolve the matter informally, the case has been passed to me for 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’ve decided to not uphold Ms M’s complaint for materially the same reasons as our Investigator.

I’m very aware that I’ve summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I’ve focused on what I think is the heart of the matter here. If there’s something I’ve not mentioned, it isn’t because I’ve ignored it. I haven’t. I’m satisfied I don’t need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

I don’t doubt Ms M has been the victim of a cruel scam here. But despite my natural sympathy, ultimately Ms M has suffered her loss because of fraudsters, and this doesn’t automatically entitle her to a refund from TSB. It would only be fair for me to tell TSB to reimburse Ms M more than what it already has, if I thought TSB reasonably ought to have been expected to have been able to prevent this further loss, or if I thought TSB had unfairly applied the terms of its Fraud Refund Guarantee.

But in this case, I’m not persuaded TSB reasonably ought to have been expected to have been able to prevent Ms M’s loss. I say this because, as our Investigator explained, TSB did intervene in some of Ms M’s payment including at times declining to make the payments, invoking Banking Protocol and calling the police, in an attempt to protect her from losing the payments to a scam. Our Investigator set this out in more detail in his assessment and there’s no need for me to repeat the details here. Ultimately, TSB’s interventions were strong and robust, and Mrs M was determined to make the payments and didn’t want to engage with the police. So I can’t see there would be anything else TSB could reasonably be expected to have done that would likely have stopped her making payments of this nature and ultimately losing this money to the fraudster(s). I’m also not persuaded that there would

have been any reasonable prospects of recovering the payments by the time Ms M notified TSB that she'd been scammed, given the time that had passed by then.

Our Investigator also explained that, under its Fraud Refund Guarantee, TSB provided Ms M with a full refund of the payments she made to the scam prior to her visiting branch on 2 March 2021 (amounting to £4,400.62). But that the Fraud Refund Guarantee isn't absolute; under its terms, *"Customers will not be refunded where they have abused the guarantee, for example by deliberately ignoring account safety information and/or making repeated claims under the guarantee."* And for the same reasons as explained by our Investigator, I don't think it's unfair for TSB to have declined to refund the payments made from 2 March 2021 onwards on the basis of this term. As I've said, and as the Investigator explained in more detail, Ms M did deliberately ignore TSB's robust warnings and information. It would not be fair to hold TSB responsible for this.

Despite my natural sympathy for Ms M's situation, therefore, I can't fairly say TSB has acted unfairly in this case, or that it should be required to do anything more than it already has.

My final decision

For the reasons explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 16 June 2025.

Neil Bridge
Ombudsman