

## **The complaint**

Miss M complains that TSB Bank plc didn't fairly administer her credit card account with it.

## **What happened**

Miss M's complaint relates to a number of problems with her Platinum credit card account with TSB. She has disputed a number of payments; complained about the card being frozen; and also complained about the closure of the account.

TSB issued Miss M with a number of Final Responses to her complaints and has paid her compensation for the service she has received. But it hasn't upheld the complaints she has made about her credit card transactions; or the freezing, or closure of her card.

Our Investigator didn't uphold Miss M's complaint. He didn't think she could've received her funds back through chargeback and didn't agree TSB had made any mistakes on the account when it was closed. Miss M asked for the case to be reviewed by an Ombudsman.

## **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 recognise this case has been very difficult for Miss M and she's been distressed and upset by her complaints with TSB. But having reviewed the evidence we hold, I can't say that TSB has done anything wrong. I'll explain why.

### *Disputed payments*

- Miss M originally disputed making payments to two supermarkets and a delivery company. But Miss M has now shown us via her emails and online accounts that all these payments did relate to orders she placed.
- The disputed payments to the supermarkets relate to charges on her credit card by one supermarket (I) in December 2022 and another (A) in January 2023.
- TSB has shown us that the IP address and device ID for these payments match other, non-disputed transactions. So they are satisfied they were authorised and I'm in agreement with this.

- I've listened to a call Miss M had with TSB on 13 January 2023. In this, the advisor asks Miss M to confirm if she made payments on the credit card to two supermarkets. Miss M says the only online orders to do with grocery shopping on the Platinum credit card would be to these two supermarkets (I and A).
- She provides the advisor with the order number for one of the grocery orders now in dispute (with I) and gives him the date and time of the delivery slot. She doesn't dispute this order on the call. We also have screenshots from Miss M showing orders with I and A from this time were completed.
- I haven't seen that Miss M has provided the necessary paperwork for any of these disputes to be taken forward by TSB, but I recognise there were difficulties in Miss M accessing the paperwork in the format she wanted.
- More importantly, even now, we haven't seen that Miss M held the evidence we'd need to say it's most likely her claims would've been successful. From what I have seen, I can't safely say Miss M would've been able to reclaim these payments via chargeback claims.
- For example, Miss M says the orders for one of the supermarkets weren't delivered at all, but I can't see how the dates she's said she expected to receive the order fit with the charges she's disputing on her TSB statements. Miss M was charged for groceries in November 2022 and late January 2023, but she says one of the orders was due over a date range in early December 2022.
- Miss M also makes multiple orders with this supermarket using different credit cards. And I can see from her email account, that A sends her an email confirming delivery of her order in late January 2023. And she also receives a refund email from A at this same time, likely relating to her handing back items that were delivered. There's an entry on her credit card statement showing a refund from A at this time too.
- Ultimately I don't consider TSB was wrong not to take Miss M's dispute about these payments further, as the evidence we hold suggests that it was Miss M who made the payments. And, considering chargeback, the only evidence we have seen indicates that Miss M did receive the services paid for, so her chargeback claims didn't have any reasonable prospect of success.
- I note Miss M is also unhappy that she received what she says were differing statements relating to the payments to the two supermarkets. I can understand this would've been frustrating and caused her confusion.
- I can't see issues with the January 2023 payments, as they appear on the statements as I would expect, in line with the statement dates.
- However, looking at the January 2023 statement, I can see the disputed transactions from December 2022 are *entered* after her December statement date, despite being paid much earlier in the month. I can see why this caused confusion. But Miss M reasonably ought to have been aware she spent this money and TSB has explained this must've been due to a delay with the merchant charging it.
- I accept Miss M's statements likely caused some confusion here, but I don't think TSB has done anything wrong in relation to the disputed payments. So I don't uphold this point.

### *Frozen card in October 2023*

- Miss M says her card was frozen by TSB at the end of October 2023. She seems to accept that she did temporarily exceed her limit at this time. But doesn't agree the card should've been frozen.
- TSB has explained it would freeze Miss M's card if she had spent more than her credit limit. Miss M has explained that she'd previously been allowed to go over the limit and not had her account frozen. She says she would've closed the account sooner if this had been common practice.
- Our Investigator said TSB's actions and this process was fair – which I agree with. I wouldn't expect TSB to allow a customer to keep spending on their credit card if they have gone over the limit – in line with the account terms.
- Miss M's credit limit was £300. On 18 October 2023 she had a credit balance of £2.37 and so could spend £302.37 and still be within her credit limit.
- On 29 October 2023 she spent £86.84 online and (based on her statement data, as this is what I hold) this took the total amount she had spent between 18 October and 29 October 2023 to £325.30 – so a figure both over her credit limit and her credit balance. So TSB could fairly freeze her card at this time.
- I accept it was inconvenient for Miss M to have her credit card frozen by TSB. But TSB was right to do this as she had spent over her limit and it did this to prevent any more overspending. This is commonplace with credit cards.
- I can see Miss M paid in money in on 30 October 2023 – £50 – and this cleared the amount she was over her credit limit by. Miss M's statements show she was able to use the card again the day this payment credited the account, 31 October 2023 – so TSB also promptly unfroze the card.
- While Miss M may have closed her TSB account sooner if it had previously frozen her card when she went over her limit, I can't see how she has suffered detriment from this. She had the use of the account longer and the benefit of these borrowed funds during this time.
- I don't uphold this point as TSB acted fairly in freezing the card, because Miss M was over her limit and it reactivated the credit card promptly when Miss M cleared this overspending.

### *Account closure and closing balance*

- I've listened to the call between Miss M and TSB, where her account closure is discussed and I'm satisfied she does request the account is closed.
- As the account was closed due to Miss M's request, I can't say TSB has done anything wrong here. And it isn't required to re-open an account that it closed correctly. I understand Miss M now accepts this point.
- Miss M disputes the figures TSB has given her regarding the amount outstanding when the account was closed. It agreed to write off the remaining amount owed.

- Miss M spent £39.01 between the November 2023 statement and the account closure. This is what is shown on the December 2023 statement. But Miss M's balance at the start of the statement was a positive/credit figure of £3.70. So in order to reach a £0.00 figure, TSB only needed to pay in £35.31 as this is £39.01 (what Miss M accepts she spent) minus £3.70 (her positive balance before this spending).
- I accept it's frustrating that Miss M's figures don't align with TSB's. But I have checked what TSB paid to reach a £0.00 sum and I'm satisfied it is correct. And as TSB has written off *any* remaining amount and isn't pursuing Miss M for what was owed, I don't think it needs to do anything more here.
- I can see a refund was received on the credit card account in February 2024 from a transaction processed in November 2023, so the account was then temporarily re-opened with a credit balance. But this was paid to Miss M's current account, and the account correctly closed again with a £0.00 balance.
- Miss M has provided evidence of another refund credit she received in April 2024, but I can see this relates to a payment on a different credit card.

#### *Call with TSB agent - SA*

- As above, I have listened to Miss M's call with the TSB agent (initials SA), where the closure of her account; the credit for this and the £50 payment to her credit card in October 2023 are discussed.
- The agent does acknowledge the £50 payment in this call. She says she can see it was made on 30 October 2023. Miss M says this wasn't adjusted on the account, but this £50 can be seen on Miss M's statements, as referenced in section "*Frozen card in October 2023*". And without this credit Miss M's card would've remained frozen as it was over the credit limit, but this money is paid in and she is able to use the card again.
- In relation to the credit to close the account, I have explained to Miss M why I believe TSB has calculated this correctly. And the TSB agent was agreeing to waive the *outstanding* balance on the account on this call, not all spending that month. Miss M is therefore not owed £3.70 as TSB only agreed to clear what was outstanding.
- I don't agree SA made any of the errors Miss M has complained about on this call.

#### *Conclusion*

I recognise that it was difficult for Miss M to manage her credit card account with TSB and I am aware it paid her compensation several times for the service she received during her complaints about this. But I haven't found that TSB has done anything wrong, so I don't award any additional compensation or uphold this complaint.

#### **My final decision**

For the reasons set out above, I don't uphold Miss M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 27 March 2025.

Amy Osborne

**Ombudsman**