

The complaint

Mr Y complains that he didn't receive a debit card Personal Identification Number (PIN) from TSB Bank plc despite many requests, a letter he received was factually incorrect and TSB handled his complaint poorly.

What happened

Mr Y holds accounts with TSB. He opened a Spend and Save account around October 2023. Mr Y says that despite several requests, he didn't receive a PIN for his card. He raised a complaint which was closed before the issue had been resolved, meaning the complaint had to be re-opened. Mr Y further complained that a letter he'd received from TSB regarding a savings account he held was incorrect.

TSB's summary response to the first complaint was to award £50 compensation.

The second complaint had a final answer dated 3 December 2024 with a deadlock letter dated 4 December 2024. TSB's final answer addressed three separate points. First, non-receipt of Mr Y's PIN despite five requests; second, a misleading letter regarding his monthly saver account and third, poor communication over the handling of the complaint.

Mr Y had confirmed to TSB he'd received his PIN once it had been sent by recorded delivery. So, TSB apologised for the delays and issues Mr Y had faced in getting the PIN before. For the incorrect letter, TSB explained this had been discussed on a telephone call and the misunderstanding had been resolved. It also said the letter Mr Y was querying related to a savings "pot" not the monthly saver. It apologised for the confusion and said feedback had been given to the relevant department. Finally, in response to Mr Y's complaint about the way his complaint had been handled, it accepted there had been failings in its customer service and again apologised. In recognition of all the issues and the trouble and upset he'd been caused, TSB credited Mr Y's account with a further £125.

Mr Y contacted TSB again which led to the deadlock letter dated 4 December 2024. TSB confirmed its earlier letter was final and that its total compensation payment of £175 wouldn't be increased. Unhappy with TSB's response, Mr Y brought his complaint to this service where one of our investigators reviewed his concerns.

Our investigator concluded that TSB's award of £175 was sufficient and that it didn't need to do anything further. They said PIN requests had been made at various points but there had been a long delay between two of the requests and so TSB couldn't be held liable for the entirety of the delay. They also said there was evidence that Mr Y had another account which he could've used and so the impact of not having a PIN was lessened. In relation to the letter, they said this related to a different account and the monthly savings account was unaffected.

Mr Y disagreed. He said he had a complaint with a different financial firm where the compensation paid was higher – so he wanted this payment increased as well. He also sent a further email for the ombudsman's attention where he commented on the investigator's arguments and conclusions. Mr Y asked that his complaint was escalated for an ombudsman's decision and so it's been passed to me to decide.

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 have considered everything that's been provided by both TSB and Mr Y before reaching my decision. I need to be clear that I won't be answering each of Mr Y's points in detail. I've considered them fully and have reached my decision on what I consider to be the main points at issue. I hope Mr Y won't take this as a discourtesy, it's just a reflection of how this service operates as an informal dispute resolution service. Whilst I realise this will come as a disappointment to Mr Y, I believe that TSB's actions, and its compensation award, fairly compensates for Mr Y's trouble and upset. I'll now explain how, and why, I've reached my decision.

Inconvenience caused by the debit card PIN not being received.

Using Mr Y's testimony and TSB's internal card services notes, I've constructed the following timeline.

5 October 2023	Debit card issued.
15 November 2023	PIN reminder sent.
8 August 2024	PIN reminder sent.
9 August 2024	Contact through chat function. Mr Y says he's called a few times since 15 November 2023, but no new PIN arrived. Adviser apologised, confirmed a PIN had been ordered the previous day and awarded £50 compensation.
24 September 2024	Contact through live chat saying the PIN still hadn't arrived and further compensation was warranted. Adviser says the previous complaint will be re-opened and contact will be made by letter/phone.
17 October 2024	PIN reminder sent.
28 November 2024	Further contact regarding non-receipt of PIN leading to a reminder being sent by recorded delivery.
29 November 2024	Confirmation PIN has been received.

I've deliberately gone into some detail here on the chronology because I think it's important when considering what impact there's been and so what compensation is warranted.

Having looked at the nature of the transactions going through the account, there are far more faster payments, direct debits and online transactions than there are card transactions.

But, I agree with Mr Y that if an account offers a service, he should be able to use it. In this case, the account offers a debit card and PIN, but Mr Y was prevented from using his card to the full because he didn't have a PIN.

I also take Mr Y's point that it shouldn't matter whether he had a separate account where transactions could've been made. I agree that Mr Y is entitled to hold different accounts for different purposes and so I go back to my previous point that if Mr Y's account offered a card

and PIN, he should've had both.

Mr Y says he was without a PIN for a long time and had to make numerous requests for it. That's not in dispute. But his requests for PIN reminders were well spread out – particularly so between November 2023 and August 2024. Mr Y says he'd called several times, but I've seen no evidence of these calls from either Mr Y or TSB. I consider that if the PIN was as important to Mr Y as he suggests, there would've been more frequent requests and chasers. And, although Mr Y had to ask for a PIN five times, TSB's notes show it was ordered each time it was asked for.

I can't say why Mr Y didn't receive the reminders. The PIN sent by recorded delivery was to the same address as the previous ones. Once the reminder had been ordered and sent to Mr Y's address, I can't hold TSB liable if it's not delivered. That would be the responsibility of the delivery company – in this case Royal Mail. So, in respect of the PIN orders, the only time I can see TSB failed Mr Y was when he asked for a PIN on 24 September 2024, and it wasn't ordered until 17 October 2024. For that failing, I think TSB should be paying Mr Y compensation. I'll deal with the amount later.

The Monthly Saver Account and "Savings Pot"

TSB has confirmed that this issue was resolved following a telephone conversation with Mr Y and that interest on the Monthly Saver Account was unaffected. I can understand that it would've been concerning for Mr Y to receive this letter but it appears to have been resolved quickly with no financial impact and so I don't think it warrants compensation.

Lack of response to Mr Y's complaint

I can see on the summary complaint chat which Mr Y had with an adviser on 9 August 2024, the adviser said: *"In this case, I'd like to credit your TSB Account with £50 for the inconvenience. With this being said, do you agree with the outcome and that we can now close the complaint for you?"*

Mr Y's reply was *"I accept, thanks"*

I'm satisfied the first complaint was closed with Mr Y's permission.

Mr Y rejected our investigators opinion that the error TSB made in not actioning his request to re-open his complaint was acknowledged and eventually actioned correctly. He said this only happened after he pressed the issue, and that TSB didn't willingly resolve this. Looking at the chat history, the adviser said

*"I can see you have a previous complaint regarding this issue under the reference *****779. I will re-open this complaint and someone will be in touch in due course either by phone or in writing."*

I'm not persuaded TSB wasn't willing to re-open the previous complaint.

It does appear that the final answer wasn't sent within the eight weeks permitted by the Financial Conduct Authority, being received approximately a week late. However, I do note that the actual resolution of the main issue (the PIN not being received) was completed before the final answer was sent. TSB accepted its failings and incorporated compensation for this in its overall offer.

Compensation

TSB accepts it gave poor service and has paid compensation. I agree that was the right thing to do. What I must decide is whether TSB's resolution and payment is fair and reasonable. Mr Y says he has a complaint which is the same where another financial institution has paid more compensation following our intervention. This service considers each case on its individual facts and merits and no two complaints are the same. I don't look at what another financial company has paid or seek to "punish" or "fine" the business which is being complained about. I look to see what impact any mistakes have had and then, using our guidelines as a starting point, try to work out what a fair and reasonable figure is.

For all the reasons I've given above, I consider that the £175 paid by TSB to Mr Y in compensation is both fair and reasonable. Had this amount not been paid already, I can confirm that my award would've been in that general area. So, I don't find that TSB should have to pay anything further.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or reject my decision before 9 April 2025.

Stephen Farmer
Ombudsman