

## The complaint

Mr M complains that TSB Bank Plc acted unfairly towards him in connection with a cashback promotion it offered.

## What happened

On 16 August 2024 (in the evening) Mr M opened a Spend and Save account with TSB. At that time TSB was offering various incentives for new customers to open an account and switch their banking to their new TSB account. One of those was the ability to earn cashback if 20 transactions were completed per month using the account's debit card. Assuming the required number of transactions were made, cashback was payable the following month, for a total period of six months.

TSB sent Mr M an introductory letter on 17 August 2024 along with the terms relating to the Spend and Save account. Its letter also explained the various ways in which Mr M could access his account.

TSB issued a debit card to Mr M on 19 August 2024. Around the same time, he opted to switch another account to his TSB account. TSB wrote to Mr M on 28 August 2024 to confirm that the switch had been fully completed.

Mr M didn't receive cashback in September 2024 (based on his August 2024 spending), but he did for the following five months. He complained to TSB about the lack of cashback in September 2024.

In a response dated 1 January 2025, TSB explained that when Mr M opened his account on 16 August 2024, that was the first month of a six-month offer. That meant cashback would be payable between the months of September 2024 and February 2025, providing Mr M met the criteria. But as he hadn't made the required number of transactions using his card in August 2024, no cashback was payable in September 2024. TSB was satisfied it hadn't made a mistake.

Mr M wasn't happy with TSB's response, so he complained to the Financial Ombudsman Service. He said, amongst other things, that it was "*virtually impossible*" for him to have completed the required number of transactions within such a short period, once he'd received his debit card and had access to his online account. Mr M felt TSB had mis-sold the account to him and said its handling of things had caused him undue stress and anxiety.

The complaint was assigned to one of our Investigators to consider. Having done so, she didn't feel that TSB had treated Mr M unfairly. Although she noted that Mr M didn't receive his debit card until fairly late in August 2024, she said that didn't mean TSB had done anything wrong. She also felt there was still enough time for him to make the required number of transactions in August 2024 in order to qualify for cashback the following month. The Investigator didn't uphold Mr M's complaint.

Mr M didn't agree with the Investigator and made similar points to those made previously. He asked an Ombudsman to consider the matter afresh. 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.

Having done so, I'm not upholding this complaint. I appreciate that's likely to come as further disappointing news to Mr M, so I hope the reasons I've set out below help him understand how I've arrived at this decision.

The crux of Mr M's complaint relates to the cashback promotion TSB offered (rather than the wider incentives available to him at the time). So, it's that I've focused on in this decision. In order to qualify for cashback, the terms of the account said that Mr M was required to:

- make 20 or more payments using his debit card each calendar month. Subject to other conditions also being satisfied, the cashback could be enhanced.

The terms also stated:

- cashback could be earned for the first six calendar months, which included the month the Spend and Save account was opened.
- TSB would count payments based on the date the money was taken from the account. This was usually within 5 working days from the day the debit card transaction was made, but could sometimes take longer.
- if an insufficient number of qualifying payments were made in a calendar month, TSB wouldn't pay cashback that month.

Mr M doesn't seem to be arguing that he wasn't made aware of the account terms when he signed up for the account. But he has suggested that due to TSB's other actions, it was "*virtually impossible*" for him to make the required number of transactions once he'd received his debit card. So, he clearly feels TSB is responsible for the fact he only received cashback for five out of a possible six months. He's since suggested that the account was mis-sold to him.

I've thought about Mr M's points very carefully.

I don't agree that TSB mis-sold the account to him. The evidence points to the fact that he received the Spend and Save account terms and in proceeding with the account, I'm satisfied he agreed to be bound by them. I'm also satisfied those account terms are clear, in saying, amongst other things, that Mr M was required to make 20 qualifying transactions each calendar month (starting from the month the account opened) in order to qualify for cashback in the whole six-month period. They're equally clear in saying that if an insufficient number of transactions are made in a particular month, no cashback is payable. Mr M didn't make the required number of transactions in August 2024. On the face of it, I don't think it was unfair of TSB to say that no cashback was payable the following month.

However, clear account terms alone isn't enough to persuade me that TSB did everything it should have done. If I was to uphold Mr M's complaint though, I'd need to be satisfied that TSB had otherwise acted unfairly towards him or done something wrong. I don't think it has.

I think Mr M would have known around the time he opened the account that he needed to make the required number of transactions during the remainder of August 2024 if he was to receive cashback in September 2024. And I accept TSB's point that it was Mr M's choice to open the account in the middle of the month.

Realistically, I think it was always going to be more difficult (but not impossible) for Mr M to make the required number of transactions in the limited time that was left in August 2024. The terms say TSB counts payments (I've taken that to mean the number of qualifying transactions) based on the date the money is *taken* from the account (which is usually within five working days from the day the debit card transaction is made). So, it wouldn't have been enough for Mr M to simply make the right number of transactions by the end of August 2024. The money also needed to leave his account in time to meet the cashback criteria. Again, I'm satisfied that was clearly set out in the terms Mr M received.

Against this backdrop though, I think it was all the more important that TSB acted quickly in making sure Mr M had the necessary tools and account information to enable him to use his account in the way he needed to. Based on everything I've seen, I'm satisfied that TSB generally acted within reasonable timeframes.

I can see it sent Mr M an introductory letter on 17 August 2024 – the day after he opened his account. This, explained, amongst other things, the various ways that he could access his account.

According to TSB's evidence, Mr M opened his account on a Friday evening (16 August 2024) after normal business hours. It didn't issue his debit card until Monday 19 August 2024. But that was the next working day after he opened his account. So, I think it acted within a reasonable timeframe given the circumstances.

But Mr M says he didn't receive the debit card until towards the end of August 2024. And that made it "*virtually impossible*" for him to complete the required number of transactions in time. I have some sympathy with Mr M's position here – especially given what I said earlier about the cashback criteria also requiring the money to have left the account (which typically happens a few working days after the transaction is made) in order to be considered a qualifying transaction. There was also a Bank Holiday in late August 2024, which likely reduced the time even further.

But I don't agree that means TSB is responsible for the fact Mr M missed out on cashback in September 2024 (based on his August 2024 spending). Again, I'm satisfied there were no delays in TSB issuing the debit card to Mr M. And whilst I don't know for certain why it took until towards the end of August 2024 for the debit card to arrive at Mr M's home address, that would seem likely, on balance, to be because of postal delays. I don't think that's something TSB can be held responsible for. And whilst TSB has confirmed that Mr M didn't need his debit card to access its digital banking service, I accept that not receiving his card, made things more difficult for Mr M.

In summing up, I fully understand Mr M's disappointment that he didn't receive cashback for the whole period covered by the promotion. But based on everything I've seen, I don't think that was because TSB did something wrong. So, I won't be directing it to take further action in Mr M's particular case.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 24 October 2025.

Amanda Scott  
**Ombudsman**

