

The complaint

Mr G complains that TSB Bank plc (TSB) won't refund a transaction made on his account that he didn't consent to.

What happened

Mr G says that £300 was stolen from his account without his consent. The disputed transaction went out on 19 April 2025 via an online faster payment.

Mr G contacted TSB to report that he had been a victim of fraud. He mentioned that someone he was helping had stolen his phone and hacked his account and withdrawn money belonging to him.

TSB investigated Mr G's concerns, but could not agree the transaction was not authorised by Mr G. It considered that Mr G had most likely authorised the transaction that he was disputing and it deemed the transaction was made on Mr G's mobile device with no compromise identified. It referred Mr G to the police for further assistance.

But Mr G says that although he contacted the police, they were unable to assist him. He suspected the individual had fraudulently accessed his phone and had made the payment to himself.

TSB did not change their position but said it would review any expenses that had been incurred by Mr G as a result of the matter should Mr G wish to provide further information regarding this.

After considering the evidence presented, our investigator didn't uphold Mr G's complaint. She concluded that Mr G had likely consented to the payment.

As Mr G remained unhappy, the matter was 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, my review of the evidence has led me to the same overall conclusion as the investigator for much the same reasons, in that it's fair and reasonable for TSB to hold Mr G liable for the disputed transaction.

I realise this will be disappointing for Mr G and I understand his strength of feeling on this matter and the impact this has had on him. He has my sympathy, and I'd like to assure him I haven't taken this decision lightly.

I've taken into account Mr G's very detailed submissions about what happened and I'm very aware that I've summarised this complaint in far less detail than it may merit. Instead, I've focussed on what I think are the key issues here.

The Investigator's view set out the full facts, the transaction in dispute, and the evidence that was presented. So, I won't repeat every detail here, only those which form the basis of my decision. Our rules allow me to do this.

Firstly, I was sorry to hear what Mr G has told us about his personal circumstances and his mental health. I can appreciate that this has been a difficult time for Mr G and I want to reassure him that I have taken his circumstances into account when looking at this complaint.

Whilst reviewing this matter, I've given particular attention to what Mr G told this service about TSB breaching the Equality Act 2010 - which he explains sets out that anyone with serious mental health issues should not be treated as if they are a person who has no such issues.

I can see that he specifically mentions that despite him sharing information with TSB relating to his health and the challenges he faces, TSB asked him questions which he found difficult to answer, and that it discriminated and did not show care in the way it treated him.

So, I've given this considerable thought, and although I've taken the Equality Act 2010 into account because it's relevant law, if Mr G wants a decision that TSB has breached the Equality Act 2010, then he'd need to take the matter up in court. This is because my remit here extends only to deciding cases on a fair and reasonable basis.

I can see that Mr G has provided details of his disabilities and refers to the anxiety he experiences and how it impacts him. And I can appreciate that this must be very difficult to manage and that Mr G needs additional support. So, I have reviewed the communications Mr G had with TSB from the time of the dispute, to see if TSB acted reasonably towards Mr G. This includes the content of the call Mr G had with TSB.

Having done so, I note TSB mentions it had no prior awareness of any vulnerabilities and difficulties Mr G faced prior to him sharing them during this call. While I appreciate it was difficult for Mr G to answer questions that TSB asked of him, in order for TSB to investigate his complaint properly we would expect TSB to have asked such questions - so as to fulfil its obligations in investigating his complaint thoroughly. Having listened to the call TSB had with Mr G I note it showed the degree of patience I would expect, given Mr G's circumstances. And TSB for its part, seemed to do what it could to assist and reassure Mr G with his concerns.

I can fully appreciate that Mr G has been left very upset by what has happened, but in terms of TSB's actions and how it has treated Mr G, I'm satisfied TSB communicated in a fair and reasonable manner with Mr G and attempted to assist him where possible.

So, what remains for me to determine is whether Mr G or someone with his authority, authorised the transaction that is now in dispute.

Generally, TSB can hold Mr G liable for the disputed transaction if the evidence suggests it's more likely than not that he made or authorised the transaction himself.

But the regulations relevant to this case say that authentication isn't, on its own, enough for TSB to hold him liable. I also need to think about whether the evidence suggests that Mr G, or someone acting with his authority, consented to the transaction being made.

To decide this, I've carefully considered what he's told us about what happened. Along with considering all of the available evidence.

Mr G maintains that his mobile device was always in his possession, and that he never allowed anyone access to it - or shared the four-digit passcode that was used to access the device – which was only known to him. But he mentions that it is his belief that the individual who made the transaction he disputes, somehow accessed his online banking, so took advantage and possibly gained access to his account which then allowed him to make the payment to himself. Mr G also claims that there were also other attempts made to defraud him which were unsuccessful.

I can see that the technical data TSB has provided shows that an SMS was sent to Mr G's genuine mobile number confirming that a new payee had been added, which was then followed by a one-time passcode (OTP), again sent to the same mobile number before the payment was agreed. It also shows that Mr G's genuine online banking details were used to access the account to make the payment using his device.

I have given this all a great deal of thought and having reviewed the evidence presented in detail, I cannot see how it would have been possible for another third party to have made these payments without his consent. And I am persuaded that Mr G, most likely authorised the transaction himself or enabled someone to do so on his behalf - and he was also aware where the funds were being transferred to.

I acknowledge Mr G thinks this transaction should have been picked up as out of character for his account by TSB and did not fall within his usual pattern of spending, but having reviewed his account activity, I can see there were transactions out of his account for larger sums of money, both before and after this disputed transaction. So, I don't think this transaction on its own would have been considered as significantly out of character in that TSB ought to have intervened. But either way, I don't think this makes a difference to the overall outcome of the complaint.

I don't doubt this has all been very concerning for Mr G, and it is understandable that he is upset. But my role here is to consider whether TSB are being unfair in holding Mr G liable for the transaction he is disputing on his account. I realise that just because there's no obvious point of compromise, it doesn't mean Mr G made the payment himself. But here, given my observations – and based on what Mr G has said about not sharing his phone and security details with a third party - it seems more likely than not that this payment was made by Mr G, or someone with his authority. That means I don't consider TSB has been unreasonable in holding him liable.

On reviewing the matter, I note TSB acknowledged its oversight in not raising the claim as it should have, but I am satisfied that this does not make a difference here. I recognise that Mr G will be disappointed with this outcome. But as I haven't seen anything to suggest that TSB has been unreasonable in holding him liable for the disputed transaction, I won't be asking it to do anything further.

Finally, I understand since bringing this complaint to this service, Mr G has also referred to additional concerns relating to a data breach by TSB and his card being compromised, and he mentions that he was left to chase TSB for a replacement card. But I can't see anything to suggest that these concerns have been raised with TSB directly, so that it may do its part in investigating the concerns for Mr G.

I would encourage Mr G follow this up with TSB in the first instance, if not done so already, so that it may investigate and provide a final response to his concerns and any additional help and support if required. Should Mr G remain unhappy after receiving this response, he may then refer the matter separately to this service for consideration.

My final decision

For the reasons provided, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 19 March 2026.

Sukhdeep Judge
Ombudsman