

complaint

Mr D is unhappy that TSB Bank Plc won't refund a payment he sent to a TSB bank account. It turned out the payment was part of a scam and Mr D wants TSB to refund this money to him and pay him compensation.

background

Mr D received emails regarding a job offer in the UK. Mr D believed these emails to be genuine and transferred money from his account to a TSB bank account. Mr D believed the payment was for employee registrations and visa application fees.

Mr D transferred £723 to the TSB account on 19 January 2017 via SWIFT (this is an electronic inter-bank transfer system). Mr D was then asked to pay a further £1,000 as a refundable security deposit. At this time Mr D became suspicious and believed the first payment to be scam.

Mr D contacted our service in February 2017 and we notified TSB of his complaint. TSB told us that this was first time it was made aware of the scam and the payment Mr D had made. It asked that Mr D contact his own bank to send a SWIFT message and provide an indemnity.

Mr D's bank didn't contact TSB to provide an indemnity so it wasn't able to attempt to recover the funds on his behalf. But TSB told us that the funds that Mr D credited to the account were removed the same day. By the time Mr D brought his complaint to us, and TSB became aware of the scam, the money was already gone.

Mr D was unhappy that TSB didn't refund the money to him. One of our investigators looked into the matter and explained that Mr D was the victim of a scam and TSB simply processed the payment that he authorised. TSB couldn't recover any funds as the money was already gone when it was contacted. And he said that he couldn't hold TSB responsible for any wrongdoing, it was fraudsters who had taken Mr D's money.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr D brings this complaint as a payment services user. He sent a payment from his own account, at a third party bank, to an account at TSB. This service cannot consider a complaint about the account opening procedures of TSB.

I appreciate that Mr D is extremely frustrated by what has happened and is looking for a way to get his money back. But I can only consider whether the bank did anything wrong in processing the payment that he authorised.

Whilst I sympathise with Mr D and the situation that he finds himself in I won't be asking TSB to do anything further here. I'll explain why.

Mr D authorised a payment from his account to the TSB account. He doesn't dispute that he made this payment. And TSB processed that transaction in line with his request. So I don't think there was any error by TSB here.

As an additional matter to the payment service, I can look at what TSB did when it was alerted to the scam and I can make a finding on this. But I'm afraid I have seen nothing to suggest it acted in an unfair or unreasonable way. TSB was only made aware of the scam in February 2017 when Mr D came to this service. At which point it asked Mr D to contact his own bank to send an indemnity via the SWIFT messaging service. This didn't happen but TSB looked into matters for Mr D anyway. But the funds had already been removed from the account. And I cannot fairly say that TSB could've done anymore.

Unfortunately, scams such as these are sophisticated and are intended to trick consumers – and whilst I sympathise the situation which Mr D now finds himself in, I cannot ask TSB to refund his lost money

Mr D is also looking for £5,000 in compensation but as I don't think TSB did anything wrong I won't be asking it to pay this either.

my final decision

For the reasons given above I don't uphold Mr D's complaint against TSB bank Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 6 October 2017.

Sophia Smith
ombudsman