Financial Ombudsman Service

complaint

Miss C complains that on several occasions she's been unable to deposit money using the cash machine at her local branch of TSB Bank plc. She's been inconvenienced, as she's had to travel to a different branch. Miss C doesn't think the bank's doing enough to fix the problem.

our initial conclusions

Our adjudicator asked TSB for its cash machine deposit records for the dates Miss C says she couldn't use it. The bank wasn't able to provide these, though it did accept there'd been some problems with the cash machine in question. TSB didn't accept the adjudicator's proposal that it should pay Miss C £150 and send her some flowers. It felt the £18 it had paid her was enough.

my final decision

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 think the adjudicator's proposal is a fair way to settle the dispute. I'll explain why.

Miss C's reliant on the cash machine deposit facility. Her working hours mean she can't get to the branch when it's open. And the facility is a service TSB offers its customers, presumably because it recognises this difficulty. Where that service isn't available, as here[1], TSB should also recognise the inconvenience that causes. In this respect, I can see Miss C's alternative branch is about a mile and a half from the cash machine. I don't know whether Miss C drives, but I think it's likely that she's been put to some inconvenience in making those additional journeys. And I need to bear in mind that this wasn't an isolated event. It's happened several times.

Overall, I think TSB could've handled things rather better than it has. I think some flowers might well serve as an apology from the bank. And it should pay suitable compensation to reflect Miss C's time and trouble. I think £150 sounds about right in this respect.

My final decision is that to settle this complaint, TSB Bank plc should pay Miss C £150 (including the £18 already paid), and send her some flowers by way of apology. Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C either to accept or reject my decision before **15 February 2016.**

Niall Taylor

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

[1] TSB has provided some cash machine records. It says they show the cash machine was working at the times Miss C says she tried to use it. I rather fear TSB hasn't quite understood the report it sent us. It's a fault log, showing incident report times – in other words, it's a record of when the cash machine wasn't working, rather than when it was. The report supports Miss C's account of when she couldn't use the machine.

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.