

## **complaint**

Mr J complains that TSB Bank plc left him without access to his funds when it cancelled his debit card in error. And that a transaction made with his replacement card was declined. He says he was unable to go on holiday and, as a result, lost a £200 deposit. Mr J would like TSB to pay more compensation than it has already agreed to pay.

## **background**

The background to this complaint, and my initial conclusions, were set out in my provisional decision dated 29 June 2018 - a copy of which is attached and forms part of this final decision.

In my provisional decision I explained why I didn't intend to uphold this complaint – in the sense that TSB had already offered fair compensation. But I invited both parties to send any additional comments or evidence they wished to provide before I reached a final decision.

TSB didn't respond. Mr J didn't accept my provisional decision. He said TSB had assumed his wife was travelling with him which wasn't the case. So he wouldn't have been able to access funds in the account using her card. And that he has proof that the personal identification numbers (PINS) were sent in a different format to what TSB had said. He thought that this point hadn't been taken into consideration.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. And I've thought carefully about Mr J's latest comments. But having done so, I don't intend to uphold his complaint for the reasons given in my provisional decision and this final decision.

I noted in my provisional decision that while I understood that Mr J didn't like TSB's suggestion that he could've used his wife's account, I found that the suggestion hadn't been unreasonable '*if they had been travelling together*'. But I was persuaded that even if they hadn't been travelling together, there were a number of other options which didn't include carrying lots of cash when on holiday. For example, a travel money card or traveller's cheques. So overall I think there were enough other secure options of arranging travel money available so that Mr J didn't need to cancel his holiday. So I don't think TSB has to cover the loss of Mr J's holiday deposit or pay more compensation than it already had in respect of this part of the complaint - £100, for its error in cancelling Mr J's card, and £6 to cover the cost of his telephone calls.

I would like to reassure Mr J that I did consider the points he'd made about the PIN numbers and cards that were issued to him and his wife. It was those points I was referring to when I said I'd taken into account that TSB hadn't disputed the problems Mr J had had or that a wrong type of card had been issued and the confusion it caused. But I also noted that TSB had paid a further £50 compensation for these mistakes and any confusion caused. Overall I thought this amount was fair in the circumstances. And I've not seen any further evidence or arguments that would make me think this offer should be increased.

So while I fully acknowledge that Mr J suffered some inconvenience with regard to this matter, it remains that I'm satisfied that the compensation already paid by TSB in respect of this complaint overall is fair and reasonable in the circumstances. So I'm not going to ask TSB to pay any more compensation.

**my final decision**

For the reasons given above and in my provisional decision, while I'm sorry to disappoint Mr J, I don't uphold his complaint - in the sense that TSB Bank plc has already paid fair compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 4 March 2019.

Sandra Greene  
**ombudsman**

*Provisional decision of 29 June 2018*

### **complaint**

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### **background**

Mr J's wife (Mrs J) was added to Mr J's account as an authorised third party on 25 October 2017. As part of this process Mrs J was issued with a debit card in her own name.

TSB doesn't dispute that when ordering Mrs J a debit card, Mr J's debit card was cancelled in error on 26 November 2017. But it says a new card was ordered and Mr J accepted £100 compensation and an additional £6 to cover his call costs in resolution of the mistake.

But when Mr J used his replacement debit card the transaction was declined. This was due to some confusion over two Personal Identification Numbers (PINs) issued to Mr J. And the replacement card was a contactless card which Mr J had not asked for. TSB paid Mr J an additional £50 compensation in acknowledgment of these further problems. And it told us that Mr J had full access to his account and his funds by 7 December 2017.

Mr J says he cancelled a holiday as a result of the problems as he felt unable to travel without access to his funds. And he didn't want to take cash on a holiday. As a result, he lost his £200 deposit.

TSB says it was Mr J's decision to cancel his holiday arrangements. It says Mrs J had her own personal account with a debit card facility and that they could've used this account to fund the holiday expenses. Overall, TSB felt the compensation it had already paid - £156 in total, was fair compensation.

Mr J didn't agree so he referred his complaint to this service. In addition to his original complaint points, Mr J said he wasn't happy with TSB's suggestion that he could've used his wife's account while travelling.

Our investigator looked into Mr J's complaint and he thought it should be upheld. He noted that Mr J could've done something to mitigate the fact he didn't have a working TSB debit card so that he could've continued with his holiday. And he acknowledged that TSB had paid £100 compensation for his original debit card being cancelled without notice and that Mr J had accepted this payment. But he thought TSB should increase the additional payment of £50 - paid as a result of issuing two PIN advices when Mr J hadn't requested a new PIN and issuing a contactless card, to £150.

TSB didn't agree with the investigator. In summary it said it had paid compensation totalling £150 plus £6 to cover the costs of Mr J's calls and it thought this was fair given all the circumstances of the complaint. So it asked for a final decision from an ombudsman. So the complaint has come to me.

### **my provisional findings**

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

Having done so, I don't intend to uphold Mr J's complaint – in the sense that I think TSB has already paid Mr J fair compensation for the errors it made and the inconvenience these caused. I know Mr J will be disappointed with this decision so I'll explain why.

TSB doesn't dispute that it made an error which resulted in Mr J's card being cancelled. It paid Mr J £100 compensation in respect of this and £6 to cover the cost of his telephone calls. And, although TSB did say that the PIN advice slips confirm which card each PIN relates to, I also note TSB paid a further £50 compensation for any confusion sending two PINs may have caused. So it has paid Mr J £156 in total.

I note Mr J thinks TSB should pay a higher amount of compensation because he felt he needed to cancel a pre-booked holiday – losing his £200 deposit, as he didn't have access to the funds in his account. So I've considered this carefully.

But like the investigator, I think there are a number of other measures – which don't include carrying lots of cash when on holiday (which I know Mr J was concerned about). For example, a travel money card or traveller's cheques are just two options. And while I understand that Mr J didn't like TSB's suggestion that he could've used his wife's account, I think - if they had been travelling together, that this was a reasonable solution to avoid a holiday cancellation. So overall I think there were enough other secure options of arranging travel money available so that Mr J didn't need to cancel his holiday. So I don't think TSB has to cover the loss of Mr J's holiday deposit.

So I've gone on to consider if the overall payment made to Mr J – as outlined above, is fair. There is no dispute over the initial mistake and Mr J accepted the original £100 offered to him. So I think this is a fair outcome to that part of Mr J's complaint.

And TSB also accepted the confusion caused by the issue of the new PINs. And it paid a further £50 for this. Our investigator recommended it should pay £150 - for the confusion caused and because TSB issued a contactless card when Mr J had specifically asked not to be sent this type of card. But TSB says that by asking it to pay £150 compensation for the confusion over the PINs suggests this would have had more of an impact on Mr J than the error of cancelling the card in the first place and it doesn't agree that this is the case.

So I've thought about this carefully too. I've taken into account that TSB hasn't disputed the problems Mr J has had or that a wrong type of card was issued. But I've also taken into consideration that Mr J was able to use the contactless card and it seems he was able to access cash from his account by 7 December 2017. So I don't think there was any undue delay in resolving the problem. So overall, I think the compensation already paid to Mr J - given all the circumstances of this complaint, is fair. So I'm not intending to ask TSB to pay more compensation than it already has.

### **my provisional decision**

I'll consider any further comments received by 13 July 2018. But unless anything changes my mind, for the reasons given above, I don't intend to uphold Mr J's complaint – in the sense that TSB Bank plc has already paid fair compensation.

Sandra Greene  
**ombudsman**