

The complaint

Mr C is unhappy that TSB Bank plc didn't honour a cashback offer as he feels they should.

What happened

Mr C came across an offer on a third-party cashback website ("the website") whereby £132 would be credited to people who opened a new bank account with TSB through the website. Mr C opened a new bank account with TSB through the website, but TSB didn't pay the £132 to him. And when Mr C asked TSB about this, he was told it was because he hadn't met the criteria necessary to qualify for the cashback offer. Mr C wasn't happy about this, so he raised a complaint.

TSB responded to Mr C and reiterated that he hadn't fulfilled the criteria necessary to qualify for the cashback offer as per the terms and conditions of that offer. Mr C wasn't satisfied with TSB's response, especially as the full terms and conditions of the offer, including the qualifying criteria, hadn't been presented to him when he opened the TSB account through the website. So, he referred his complaint to this service.

One of our investigators looked at this complaint. But they didn't feel TSB had acted unfairly by not awarding the £132 to Mr C because he hadn't fulfilled the necessary criteria. Mr C remained dissatisfied, so the matter was escalated to an ombudsman for a final decision.

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.

Mr C applied for a new TSB account through the website. And the website is a third-party company separate to TSB. This is important, because Mr C has expressed his dissatisfaction with the information he was presented with by that third-party company.

But Mr C has raised this complaint against TSB. And so, my remit here is limited to considering the actions of TSB. And I can't hold TSB accountable or responsible for the actions of a third-party company over whom they have no direct control.

Ultimately, Mr C didn't fulfil the criteria required by TSB as per the offer for him to qualify for the £132 cash reward. Mr C has explained that he wasn't aware of the full criteria required to qualify for the cash reward and has said that he would have ensured that he met that criteria, if he'd been aware of it. But I don't feel that it's TSB's fault that Mr C wasn't aware of what he needed to do to receive the £132.

Mr C has confirmed that the offer page on the website included a terms and conditions tab, which he checked, and which didn't include any reference to the qualifying criteria of the offer. And Mr C has sent a screenshot of a different but similar offer from TSB that is presently available on the website.

But the terms and conditions tab that Mr C has sent a screenshot of, is the terms and

conditions for the offer of the website itself, and isn't TSB's terms and conditions. And notably, the seventh (and final) clause of the website's terms is that customers should also see the retailer's standard terms and conditions for purchase as listed on the retailer's site. As such, I'm satisfied that the website's own terms referred applicants to TSB's website directly, to confirm TSB's own terms and conditions for the offer.

Mr C has also noted that TSB's qualifying criteria for the offer is available on the website under a tab titled 'cashback details'. But Mr C feels that it's unfair that this information should be hidden within a tab and should be visible on the main page for the offer.

But as explained above, TSB have no control over how the website chooses to display information. And the information about what Mr C needed to do to qualify for the cash incentive was available for Mr C, either via the 'cashback details' tab about which he is unhappy, or via TSB's website – to which he was directly referred via the terms and conditions of the website.

All of which means that I don't feel that TSB have done anything wrong or acted unfairly here. This is because the cashback offer that Mr C is unhappy about had specific criteria he needed to meet, but which he didn't meet. And this means that Mr C didn't qualify for that offer. And if Mr C wasn't aware of the criteria that he needed to meet to qualify for TSB's offer, I don't feel that this was because of any error or omission by TSB.

I realise this won't be the outcome Mr C was wanting, but it follows from the above that I won't be upholding this complaint against TSB or instructing them to take any further or alternative action. I hope Mr C will understand, given what I've explained, why I've made the final decision that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 15 January 2024.

Paul Cooper
Ombudsman