

The complaint

Mr B is complaining that TSB Bank plc haven't returned some money he said he transferred by mistake.

What happened

On 6 and 7 June 2023 Mr B made payments of £350 to the recipient, who is an acquaintance of his. Mr B used TSB's automated telephone banking system to make the payments.

On 28 June 2023 Mr B called TSB. He said that he thought the information on the back of his statement about the availability of TSB's telephone banking advisers was incorrect. He then explained that he'd checked his statement and had seen that he'd sent two payments of £350 by mistake when he made the transactions on 6 and 7 June 2023. He said the recipient was making some noise in the background while he used the automated telephone banking system which had caused the mistake. On the same day TSB contacted the receiving bank to attempt to recover the money Mr B had sent.

On 7 July 2023 the receiving bank responded to TSB to say the recipient didn't have enough money to return it at that time, but he'd told them he would return it at a later date. On 26 July 2023 TSB let Mr B know of the receiving bank's response.

The recipient didn't return the money to Mr B on the day he said he would. And TSB told Mr B they couldn't do any more to recover the money.

Mr B brought his complaint to us. He said, in summary, that he'd made two payments of £350 to the recipient by mistake and was unhappy that TSB hadn't returned any of the money to him.

Our investigator looked into what had happened, but she didn't think TSB had treated Mr B unfairly. Mr B didn't agree, so his complaint's been passed to me for review and a 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.

Having done so, I'm not upholding Mr B's complaint. I'll explain why.

The relevant guidelines here are laid down by the Faster Payments Service. The guidelines apply where:

- a customer has made a payment in error;
- there's clear evidence of a genuine mistake;
- the recipient doesn't dispute what happened; and
- the money's still available.

The guidelines say that when they're told about a mistake, the sending bank must contact the receiving bank within two working days. If the mistake's clear, they should ask the receiving bank to prevent the money being spent. If the money's still available and the recipient doesn't dispute what happened, the sender should get the money back within 20 working days. And if it's not possible to get the money back – for example, if it's been spent – the sender should be told about the outcome within 20 working days from the point of their enquiry.

Mr B's said he told TSB about the mistake earlier than 28 June 2023, but I'm satisfied that the call Mr B made on 28 June 2023 was the first time he'd reported this to TSB. I've reviewed the records of the phone calls Mr B made to TSB and they have no record of Mr B calling them about the mistaken payments before 28 June 2023. I've listened to the call and Mr B doesn't mention having reported the mistake earlier – and I think he would have done if he had. So, I don't think TSB had an opportunity to recall the payments any sooner than they did.

TSB have questioned whether Mr B made the payments by mistake or whether he'd changed his mind after falling out with the recipient after he'd sent them. Mr B does mention in the phone call that he's recently fallen out with the recipient. But I don't think this matters here – because I can see that when Mr B reported the issue on 28 June 2023 TSB did what I'd expect them to have done if a genuine mistake had been made, by contacting the receiving bank within two working days of Mr B reporting the issue.

The guidelines say that as long as the money's still available and the recipient doesn't dispute what happened, the sender should get the money back within 20 working days. But in this case the receiving bank told TSB the money wasn't available, so couldn't be returned to Mr B.

It's not clear from the receiving bank's response if the recipient accepted he'd received the money by mistake, but in any case I don't think there was anything else TSB ought to have done to recover the money after receiving this response from the receiving bank. Although the recipient did say they would return the money to Mr B at a later date, this wasn't something TSB had control over or could enforce. TSB told Mr B about the outcome on 26 July 2023 which was within 20 working days of when he first contacted them, in line with the guidelines.

It's not the main point of Mr B's complaint, but for completeness, I've not seen anything to show that TSB misled him about the availability of their telephone banking advisers.

Overall, I don't think TSB have treated Mr B unfairly here. I know Mr B is experiencing some difficult circumstances and I'm very sorry to disappoint him. But I'm not upholding his complaint.

My final decision

My final decision is that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 9 December 2023.

Helen Sutcliffe
Ombudsman