

The complaint

Mr B complains that TSB Bank plc failed to make it clear to him the difference in the level of protection available to him between making a payment via his online banking or his VISA debit card. Mr B adds that if TSB had made it clearer then he wouldn't have made the £1,200 payment in May 2021 towards a garden fence of which Mr B has said was constructed of a poor and substandard quality. So, Mr B wants TSB to refund him the £1,200.

What happened

Our investigator didn't think the complaint should be upheld. He said he didn't think TSB had reasonable enough grounds to stop the payment and discuss why Mr B was making it so that a conversation could take place about the benefits of making it over online banking or via a debit card. The investigator added that even if Mr B had made the payment using his card TSB wouldn't have been able to recover the funds because the claim was raised to TSB out of time.

Mr B disagreed and has asked for an Ombudsman's review. He said TSB should've made it clear about the difference between using the two payment methods to him when he took out the account and if it had he would've acted differently. So, TSB should refund the £1,200. He added that he was unhappy with the way TSB had handled this complaint.

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've reached the same conclusion as our investigator. And for largely the same reasons. I know Mr B feels strongly about this complaint and this will come as a disappointment to him, so I'll explain why.

I've read and considered the whole file. But I'll concentrate my comments on what I think is relevant. If I don't mention any specific point, it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is a fair and reasonable outcome.

Where the evidence is incomplete, inconclusive, or contradictory, I have to make my decision on the balance of probabilities – that is, what I consider is more likely than not to have happened in the light of the available evidence and the wider surrounding circumstances.

Mr B says TSB should've made it clearer to him about the difference between making a payment via his online banking or debit card. I can see that there is an explanation on TSB's website about the protection offered to its customers when a payment is made via chargeback. So, I can't reasonably say that TSB didn't ever make this information available to Mr B. And I don't think it would be reasonable for TSB to explain the difference in the available payment methods at the time Mr B made the payment as he logged into his online

account. He didn't speak to a member of staff at a branch or on the telephone about his options or the difference in protection available to him.

Mr B says that he would've acted differently and not made the payment via his online banking if the level of protection had been pointed out to him. But I don't think TSB has treated him unfairly in this case for the reasons I've mentioned above. And even if Mr B had chosen to make the payment via his card and then raised a chargeback he would've been out of time as the claim wasn't raised to TSB until May 2022.

I understand Mr B is unhappy with TSB's decision and how it handled his complaint. But I've not seen anything here that makes me feel that TSB should pay any compensation to Mr B.

So, I'm not going to ask TSB to do anything further here.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 12 February 2024.

Mark Dobson
Ombudsman