

The complaint

Miss L complains about the customer service TSB Bank plc provided when she wanted to close some of her savings accounts and set up a standing order.

What happened

Miss L contacted TSB by phone in July 2021. She said she was trying to set up a standing order from her external account to her TSB monthly saver account, but kept being told the details were wrong.

During the call, the adviser told Miss L she could set up a standing order from an external account, but that there was a limit of one standing order per month. Miss L couldn't understand why she was still having problems with this and challenged the adviser a number of times. The adviser then mentioned a "confirmation of payee" but didn't explain what this meant, saying it could be the reason Miss L was experiencing difficulties, but that she should've still been able to pay in the money.

The call became unproductive to the point where Miss L asked to speak to a manager. The adviser then contacted a manager and told Miss L the manager wasn't available to speak to her at that moment. He confirmed Miss L's phone number for a call back. The call was then terminated abruptly.

The next day, Miss L called TSB again and spoke to a different adviser to explain the same issue, reiterating that the error message she was getting said the account details were incorrect, even though she'd double checked these.

Miss L also reiterated that she was trying to set up a standing order from an external account to her TSB account. The adviser told her she should be able to do this, but that she would ask a manager. Miss L then asked the adviser whether there was a note of her call to the bank the day before, to which the adviser replies that there was no note of that call.

When the adviser returned to the call after speaking to a manager, she confirmed to Miss L that a new policy had come in recently which prevented standing orders from being set up from external accounts. So she could only set up a standing order to her monthly saver from an existing TSB account. Miss L asked why the adviser she had spoken to the day before hadn't known this, and said that she'd taken time off work only to spend a long time on the phone to be given incorrect information. Miss L raised a complaint.

The adviser explained that she was new and that's why she was having to ask her manager things, and apologised for this. Miss L also asked the adviser whether she could close an account for her. The adviser explained she could not as she didn't have permission to do that. But that the account could be closed online or in branch.

The adviser proceeded to get a complaint logged for Miss L.

TSB considered the complaint and apologised to Miss L for the poor service she'd received. It said the monthly saver terms and conditions which Miss L agreed to when she opened the

account make clear that funds can only be paid in from another TSB account.

Miss L remained unhappy with TSB's response and referred the complaint to this service. Our investigator considered the issues but didn't think the complaint should be upheld. She said the £50 TSB had offered her was a fair amount of compensation for the distress and inconvenience she'd experienced.

Because Miss L didn't agree with our investigator's assessment, the complaint was passed to me to decide. I issued my provisional decision on 25 April 2022 and I've included an extract below.

"I've listened to the relevant phone calls and taken into account what TSB has said. I've also spoken to Miss L about her experience with TSB and the impact of what happened. She's said the following in particular caused her distress and inconvenience:

- *There was no note left of her call with a TSB adviser on 4 July 2021.*
- *She did not receive a call back from a manager following the call on 4 July 2021, when she was given the impression that she would receive a call back.*
- *She was given incorrect information about being able to set up a standing order during this call, and was given the impression that a standing order to her monthly saver could be set up from an external bank account.*
- *She spent a considerable amount of time on the phone and on hold for what she felt were straightforward issues. And calls were terminated abruptly without her receiving a call back.*
- *She felt at times that she was doing the agents' job for them, coming up with solutions to the problems that they should've found themselves.*
- *She has experienced difficulty using the app, uploading a photo, and closing her accounts.*

From listening to the calls and looking at all the evidence, I agree with much of what Miss L has said. I think errors were made by TSB in its dealings with her, though I also acknowledge that the agents who spoke to Miss L on the phone were generally professional and polite towards her. I also appreciate the calls were difficult at times due to Miss L's tone and some of the things she said to the agents. And I think the agents dealt with the calls well despite this.

Having spoken to Miss L about the level of distress she experienced, she's told us she suffers from depression and anxiety. And I think this has the effect of making her very stressed in situations where, for example, she has to spend a long time on the phone during work hours. She has also told us she takes medication for her condition and has counselling for it.

Miss L has also mentioned that she told TSB about her anxiety once, but that TSB didn't do anything with that information. Whilst I cannot say for certain whether TSB was aware of Miss L's condition, I do think the fact that she was becoming increasingly frustrated over these issues on the phone was a possible indicator that she might be a vulnerable consumer. And so I think more could've been done to ensure she didn't experience even more distress and inconvenience as a result of her medical condition.

Miss L has told us that the impact of the incidents she refers to included weeks of hassle, stress and inconvenience. And that the time spent on the phone, the cost of the phone calls, having to repeat herself and being unable to close her accounts caused her considerable frustration and made her worry excessively about the effect of those accounts on her credit file. I also think the impact would've been heightened because of her medical condition.

It's for that reason that I am provisionally proposing TSB pays Miss L £150 compensation in total, including the £50 it has already offered her. And that it implements its vulnerable consumer policy, if it has one, in order to support Miss L going forward."

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.

Following my provisional decision, neither TSB nor Miss L have provided any further information for me to consider. So I see no reason to change what I've said in my provisional decision and I'll now require TSB to take the following steps.

Putting things right

TSB Bank plc must now:

- Pay Miss L a total of £150 compensation for distress and inconvenience, which includes the £50 it previously offered.
- Place a vulnerable consumer marker on Miss L's customer profile.
- Speak to Miss L to obtain details of her circumstances and any additional support she requires in line with any vulnerable consumer policy TSB has in place.

My final decision

I uphold this complaint and require TSB Bank plc to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 7 June 2022.

Ifrah Malik
Ombudsman