DRN-3737173

The complaint

Mr and Mrs G have complained that TSB Bank Plc ("TSB") didn't inform them that the fee-waiver that was applicable to their Platinum account was being removed.

What happened

One of our adjudicators assessed the complaint and she ultimately upheld the complaint. She recommended that TSB should refund the Platinum account fees applied to the account between March 2021 to when the account was changed to a fee free account.

TSB disagreed with the adjudicator's assessment, so the matter was referred for an ombudsman's 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.

We've explained our approach to complaints about packaged accounts on our website, and I've used that to help me decide this complaint. And having considered everything, I don't think that what the adjudicator recommended, to put things right, was unreasonable. I will explain why.

I understand that Mr and Mrs G had held the Platinum account for a number of years, and were able to benefit from a fee-waiver if they kept the balance of the account above a certain amount. This meant they would not have to pay the monthly fee that normally applied to the Platinum account.

TSB decided to withdraw this fee-waiver as a feature of the account - which it was entitled to do. However, TSB's terms and conditions say that when making such a change (such as removing the fee-waiver), it will give affected account holders two months' notice.

As such, according to TSB's terms and conditions, when removing the fee-waiver it was obliged to provide notice to Mr and Mrs G. However, Mr and Mrs G say that they never received the written notice and were only aware that they were charged after several months.

Looking at TSB's investigation of the matter, it looks as though TSB is confident that Mr and Mrs G were included in the mailing of the letter, notifying them of the withdrawal of the fee waiver. We have been provided with a template of this letter. But importantly there is no documentary evidence that this letter was actually sent to Mr and Mrs G and I can't see a copy of the personalised letter that was sent to them, just the template. Given this I can't see that Mr and Mrs G were provided with notice that they were going to be charged for their account as the fee waiver was going to be removed. So I think that it is fair to refund the account fees charged until Mr and Mrs G downgraded their account

As such, I think that the redress that the adjudicator recommended in her assessment of the case is not an unreasonable approach to settling this matter.

Putting things right

Therefore, to put matters right, I require TSB Bank Plc to:

- Refund any monthly Platinum account fees Mr and Mrs G were charged from March 2021 to when the account was changed to a fee free account.
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- Pay 8% simple interest, less tax, on those fees, calculated from the date each fee was taken, to the date of settlement.

My final decision

Because of the reasons given above, I require TSB Bank Plc to do what I have set out above, in full and final settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs G and Mr G to accept or reject my decision before 24 November 2022.

Charlie Newton
Ombudsman