

## **The complaint**

Mr F complains that TSB Bank plc registered his address incorrectly and harassed him when he complained to them.

## **What happened**

Mr F says that the way his address was initially formatted when he opened an account using the TSB website was incorrect, even though he correctly input the address. Mr F visited a TSB branch to have this amended, however, there was a spelling mistake in the address. Mr F complained to TSB.

TSB partially upheld Mr F's complaint. They said that when opening an account online, the address details were provided by Mr F and were automatically populated into a format. They said as the details were input by Mr F himself, they were unable to uphold this part of his complaint.

TSB said that when Mr F visited the branch, the reformatting of his address had to be completed manually and the member of staff who changed his address made a human error by making a spelling mistake in one of the words in Mr F's address. TSB said that when they attempted to amend his address, their system was unable to locate Mr F's address in the correct format, therefore it needed to be keyed in manually. TSB said they credited £25 to Mr F's account to apologise for the distress and inconvenience of this.

Mr F brought his complaint to our service. He said that TSB had bombarded him with text messages, missed calls and voicemail messages for three full days while they tried to contact him to discuss his complaint, which bordered on harassment and caused him embarrassment at work and in a number of meetings. He said that as he wrote to TSB, he would expect to be contacted by them via the same method. Mr F said that his response from TSB was insulting as they initially accused him of causing the address format problem, but TSB later admitted further on in the response that their own systems were unable to correctly format his address.

Mr F said the £25 compensation was also insulting particularly in view of the harassment he received by the text messages, phone calls and voicemails he received over several days. Mr F said that an incorrect address could affect his credit rating and this could have affected the interest rate he received on two balance transfer credit cards he applied for in the weeks after opening his TSB account, as he didn't receive the headline rates advertised.

Our investigator did not uphold Mr F's complaint. He said certain systems will have different formats for addresses to be entered. He said it was evident from the information TSB provided us that their staff member had misspelt part of Mr F's address. He said whilst this is a clear error, he accepted it was a human error and Mr F's address details were corrected, an apology offered, and he was provided with £25 compensation for the error which our investigator thought was fair. Our investigator said that he didn't think that without any further evidence that Mr F's credit card applications would've been impacted as a result of a very slight discrepancy with the spelling of his address details.

Mr F asked for an Ombudsman to review his complaint. He made a number of points. In summary, he said that since he has had issues with his address before, which included correspondence which went missing, he takes great care when entering the details of his address, especially if he is applying for financial services. After he opened his account with TSB he printed off a statement via their online banking, only to see his address wasn't displayed in the correct format. As he was so concerned about this he took the time and trouble to visit his local branch to see if someone could put things right, however, their employee did not get this right, which disadvantaged him further.

Mr F said that TSB should have replied in the same format as he complained to them and he would have expected a letter of response back. Mr F told us of a health condition he suffers from which explains why he didn't want to speak to TSB over the phone. He wanted £150 compensation for the events that happened.

As my findings differed in some respects from our investigator's, I issued a provisional decision to give both parties the opportunity to consider things further. This is set out below:

*"Mr F has made a number of points to this service and I've considered and read everything he's said and sent us. But, in line with this service's role as a quick and informal body I'll be focusing on the crux of his complaint in deciding what's fair and reasonable here.*

*I must explain to Mr F that complaint handling by a business isn't a regulated activity and as such, the issues he's raised that relate directly to how TSB have investigated his complaint, such as the format they choose to communicate their final response and the different methods of contact prior to sending a response, don't come under my powers to consider.*

*For ease of readability, I've documented my decision in three sections below. Mr F's original application, the amending of his address and the potential impact on his credit card applications/customer service.*

#### *The original application*

*I've looked at the journey that Mr F would have had when opening his account online. TSB have said that the information they received on the application was input by Mr F and I've seen no evidence to counteract this. But he would not be responsible for how this information would be populated. So I've had a look at why the information was populated in the way that it was.*

*The online application asks for a postcode and then there is a button to find an address. But the one address which is displayed for Mr F's postcode does not show the address that Mr F specifically lives in, so he would need to click on the "enter the address manually" button. This lists a number of fields such as house number, house name, flat number etc.*

*The information on the webpage maps over to TSB's internal systems. TSB have provided me what Mr F completed. The evidence shows that this is displayed in a different format to how Mr F would prefer it to be showing as he entered the house (building) number in the flat (sub building) field. I know that Mr F would strongly dispute this, but I'm satisfied that the evidence shows this. So I'm not persuaded that TSB made any errors here.*

#### *Amending the address*

*I've considered what happened when Mr F told TSB that his address was not in the format that it should be. While I've documented above why I'm persuaded this was not TSB's fault, given what he's said about how he's had issues with his address previously, I'm satisfied that Mr F will have stressed the importance of a correct address to the branch staff.*

*As this was clearly important to Mr F, I would expect the branch staff to take extra care to ensure that the format of the address and all of the information on the address was correct, especially as it was displayed incorrectly initially (even though I'm not persuaded this was TSB's fault).*

*But this didn't happen. TSB explained in their final response letter to Mr F that the branch staff had to manually enter the address (in the same way Mr F would have needed to do at the application stage, due to the address not showing on the drop down list) and as a result of this, the branch staff made a human error in misspelling part of his address.*

*TSB apologised for this and they paid Mr F £25 for this. But I'm not persuaded that this recognises the impact that this would have on him. As I've already explained, the reason why Mr F went to the branch is because the address was not displayed in the format he wanted it to be. So when the branch staff changed this but did not display the correct spelling, then this would have distressed Mr F, especially as TSB have told me they sent a statement to him with the incorrect spelling.*

*Mr F would've also been inconvenienced as he would need to take further action to ensure the mistakes were corrected. And I'm not persuaded that £25 fully reflects the impact that this would have had on him, even though I'm persuaded that this was human error. So I'll set out at the end of my decision how TSB should put things right here.*

#### *Potential impact on credit card applications/customer service*

*Mr F has provided our service with his credit file. And while I can see the credit file does show two previous searches from TSB under the incorrect address, I'm not persuaded this would have been the sole reason he would not have been accepted for a headline rate of interest on other credit agreements and I'll explain why.*

*I can see that a number of other records in the previous searches section also display an address different to the address he has told us is his correctly formatted address. Some of these records include the company in which Mr F applied for two credit cards and didn't get offered the headline rates of interest. So I'm persuaded that if the company he applied for the credit cards didn't display his address accurately, then I can't say it was how TSB displayed his address which would be solely at fault for him not getting the headline rate of interest.*

*Mr F's TSB account shows in the credit account information section under the correctly formatted address. And there are no TSB entries under the linked address section. But there are a number of factors which go into assessing what rate of interest an applicant is given if their application is approved. And the credit file shows more than one example of adverse credit information, which is likely to have a larger factor on what rate of interest is offered as opposed to previous searches that companies have made. So I can't say that TSB would solely be responsible for him not getting the headline rate.*

*I've considered what Mr F has said about the harassment of the texts/calls and voicemails from TSB. As I've previously mentioned, I can't look into the methods they choose to use to communicate with someone to discuss their complaint, but I have considered whether this led to "harassment" as Mr F has described it. But I'm not persuaded what happened here was excessive or that TSB were harassing him and I'll explain why.*

*TSB have sent me a screenshot of their system which shows the contact attempts to Mr F. This shows they sent Mr F a text message on 22 February at 14:03 to let him know they were going to call him about his complaint. They then attempted to ring him at 14:06 and then at 16:48. Then, as they hadn't been able to speak to him, on 23 February, at 08:11 they*

*sent him a text to let him know they would try and ring him to talk about his complaint, which they rang him at 08:14. They then sent him their final response at 13:55. While the screenshot shows another text message they sent Mr F at 13:56, this was unrelated to the events which are being complained about here.*

*So I'm not persuaded that three attempted calls at different times over two different days would class as harassment, even if a voicemail was left after the calls. I can understand why a business may issue a text message before they attempt to ring a customer so that the customer knows the call is genuinely from the bank. I can understand why these texts and phone calls may have been frustrating for Mr F to receive, especially as he has detailed his circumstances when he received them. And I can understand why, given what Mr F has told us, that he would not want to speak to TSB on the phone. But I'm not persuaded that the attempted contact was excessive.*

*Mr F might want to contact TSB if he wants to inform them that he doesn't want to speak to them on the phone in the future so they can update their records accordingly and provide him tailored support if necessary.*

*As I mentioned earlier, I'm not persuaded that the £25 compensation recognises the impact that the branch staff incorrectly amending Mr F's address would have on him. He had made a visit to the branch with the purpose of changing the address into his preferred format. So he would have believed that after his branch visit his address would have been displayed perfectly. But even when the format was changed, the spelling was incorrect which would have distressed Mr F. And a bank statement was sent out with the incorrect spelling. I asked TSB if they had received any returned mail for Mr F and they confirmed they hadn't, and they sent me a screenshot of the notes to evidence they hadn't. So it doesn't appear the incorrect spelling led to his statement going to an incorrect address, but this doesn't mean that there was no impact on Mr F.*

*Mr F would've also been inconvenienced as he would need to take further action to ensure the mistake was corrected. So I'm not persuaded that £25 fully reflects the impact that this would have had on him, even though I'm satisfied that this was a result of human error. So I've considered what compensation would be reasonable for TSB to pay Mr F.*

*Mr F has asked for £150 compensation for what happened. I must explain that compensation is a discretionary remedy that we sometimes award if we feel that a business has acted wrongfully and therefore caused distress and inconvenience to their customer over and above that which naturally flows from the event. When we recommend compensation, it is often modest and within our established guidelines.*

*I'm persuaded that an extra £50 compensation is fair here to total £75. I'm satisfied it recognises the impact of the distress the incorrect address would have had on Mr F and the inconvenience of him having to take action to ensure this was corrected, especially after he had already made a visit to the branch to ensure his address was displayed correctly. So it follows I intend to ask TSB to put things right for Mr F."*

*I invited both parties to let me have any further submissions before I reached a final decision. TSB accepted the provisional decision. Mr F said there were no final points he would like to make.*

### **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.*

As neither party have provided me with any further information to consider, then my decision and reasoning remains the same as in my provisional decision.

### **Putting things right**

In my provisional decision I said I intend to uphold this complaint in part. I said I intend to ask TSB Bank plc to pay Mr F a further £50 for distress and inconvenience. I'm still satisfied this is a fair outcome for the reasons given previously.

### **My final decision**

My final decision is that I uphold this complaint in part. TSB Bank plc should settle the complaint in line with the instructions in the "*putting things right*" section above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 22 December 2022.

Gregory Sloanes  
**Ombudsman**