

## **The complaint**

Mr L complains TSB Bank Plc put a block on his account, which had catastrophic consequences. While it's said sorry and paid compensation, he doesn't think this covers the distress, inconvenience and financial cost involved.

## **What happened**

TSB placed a block on Mr L's account on 31 October 2022. He says it didn't give him a reason, but he visited a branch with proof of address. TSB got the information, but the block wasn't removed.

Mr L says he then regularly visited the branch to get the block lifted. But he was told to come back the following week - this went on for two months. When the issue wasn't resolved a complaint was made.

TSB issued its final response. In summary, it said it couldn't explain why the block had been placed on the account or why it hadn't been removed. It confirmed that it had now been lifted and paid £200 into the account by way of apology for the service.

Mr L didn't think this went far enough. He said because of the block, he didn't have an account to get his income paid into. As a result, he'd lost work and a contract, which had catastrophic consequences, because he then fell into arrears on his credit commitments.

He ended up approaching a company for help but felt none of this would have happened if the block had been removed. In support of his case, he provided statements of the arrears that had accumulated and correspondence with the firm helping him. He wanted TSB to compensate him for the trouble caused and the arrears.

One of our investigators looked into what happened. She recommended TSB pay Mr L an additional £100 (so £300 in total) for the distress and inconvenience caused. She also recommended it cover the charges Mr L had incurred between the block going on and the end of December, when she felt Mr L could have taken steps to limit the impact on him, by activating another account he had.

TSB agreed with the investigator's recommendation and calculated the charges were £162.49 based on the evidence provided. But Mr L didn't accept this. He wanted his case reviewed by an ombudsman because he didn't think the redress reflected the emotional and financial cost.

## **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.

The outstanding issue here isn't about the why the block went on or wasn't removed because TSB has upheld this aspect of the complaint, said its sorry and paid £200. It's about

the impact on Mr L and whether it should do more.

Mr L has provided detailed information from his creditors around the time of the block – I have read this. But I agree with our investigator, Mr L had another bank account with a different provider, which he could have used instead. He has said the account was opened a long time ago and he couldn't find his debit card for it. But he hasn't explained why he couldn't have got the account reactivated or applied for a new one.

It's accepted TSB made initial errors but I'm not persuaded it's responsible for all of the difficulties, particularly in relation to the credit commitments. The overdraft was already in use before the block and Mr L was contractually responsible for his repayments. So, if he needed to get paid to deal with this, he ought to have taken steps to get other banking facilities up and running, while he continued to try and resolve this matter. This is a relevant consideration because where something goes wrong, there is a reasonable expectation that the wronged party should take reasonable steps to stop any harm or loss growing. And, I think it would have been clear within a few weeks that there was still a problem.

TSB has offered to refund charges and I'm satisfied that this, together with £300 isn't an unreasonable amount to resolve the complaint. It reflects the charges that have been evidenced, the initial impact in not being able to use the account and multiple visits to the branch. But as I have said, I believe there came a point when Mr L ought to have acted to limit any detriment.

As a final point, I note Mr L has other lending products with TSB. So, if he hasn't already contacted it to agree a repayment plan, it's advisable he do so. But I leave that with him to think about.

### **My final decision**

My final decision is that TSB Bank Plc should pay Mr L a further £100 compensation for the distress and inconvenience caused (ensuring he has received £300 in total) and £162.49 for the charges incurred.

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

Sarita Taylor  
**Ombudsman**