

The complaint

Mr C complains that TSB Bank plc provided inappropriate advice about managing and creating accounts by means of a fake email address and didn't help him with the re-application of the bonus on his Easy Saver Account.

What happened

Mr C visited a branch of TSB in March 2023, and in 2022. He said his mother needed help on her 'Fixed Rate Bond' account which needed to be reinvested and she doesn't do online banking. Mr C said appointments weren't available on a Saturday, but he named a member of staff who told him he could set up a fake email address and then make amendments to her accounts, and set up a new account to take advantage of high interest rates online.

Mr C said he was also trying to reapply a bonus to his Easy Saver Account. He said the advice about the fake email addresses was shocking, and not normal banking. Mr C thought this may have happened during the pandemic, but felt he had to complain and wondered how many other customers have been affected. He said he had no confidence left in TSB and his mother is going to move her money to a new account without use of a fake email.

Mr C said TSB never asked him if he reapplied his bonus successfully to the Easy Saver Account. He said TSB shouldn't force customers to leave, and all his other complaints in the past are different problems and caused by the level of service. Mr C complained to TSB and said it had caused him stress and inconvenience by its poor service in branch.

TSB responded to Mr C's complaint to say no mistake had been made. It said the branch Mr C visited doesn't have a member of staff with the name Mr C provided. TSB said that setting up a fake email address isn't something any of its staff would recommend and suggested Mr C consider setting up a Power of Attorney with his mother. TSB said that for any customers without an email address, it has a procedure where it recommends an address to allow everyone to access internet banking and still benefit from the products it offers online.

TSB said the number of complaints received from Mr C might mean that it isn't able to provide the service he requires, and he may need to consider whether to continue to bank with TSB. Mr C was dissatisfied with this outcome and referred his complaint to our service.

Our investigator didn't recommend the complaint be upheld. He said the account terms and conditions provide an extra bonus of 0.1% for the first 12 months and TSB applied this in April 2020 on the first anniversary of the account. The investigator said TSB stated there's no record of any contact from Mr C about reapplying the bonus after this and he didn't think it reasonable for Mr C to expect TSB to contact him if he hadn't enquired in the first place. He said Mr C was also told he could reapply the bonus online.

The investigator said TSB's branch seems to have been busy when Mr C visited, and appointments were all taken. He said any lack of knowledge from the staff about TSB's saving products is a minor issue as information is generally displayed in branch and online.

Mr C disagreed and requested an ombudsman review his complaint. He said TSB said the bonus rate on the account expired after April 2023, and wasn't reinstated for four months via online banking. He said online banking isn't for everyone, but very poor levels of customer service meant he would have to bank this way with no help from TSB's branch anymore.

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.

I can see that Mr C feels he received very poor levels of service from TSB, particularly in branch. He indicates that he is minded to manage his accounts online in future and I hope this works well for him.

I've looked at the available evidence to try and determine if TSB has acted with the rules and treated Mr C fairly and reasonably with regard to advice concerning an email address and the bonus applicable to his account.

Mr C said he was advised by a member of TSB's branch staff to set up a fake email address to manage his mother's account. Mr C asks if this is normal banking experience, and I would suggest that it isn't normal or an acceptable practice. TSB denies that it gives this advice to customers.

Complaints involving a disputed conversation are difficult to decide, but generally the onus is on the complainant to 'prove' the complaint by showing the likelihood of what is said to have happened. We decide on the balance of probabilities in other words what is more likely to have happened than not.

In Mr C's case TSB said it doesn't employ a member of staff of the name he gave as providing inappropriate advice at the branch he visited. TSB says it would never recommend the creation of a fake email address as a means to managing or opening an account. TSB has described an alternative to an email address for customers to access online products, indicating that in any event a fake email address would not be necessary.

From considering this information, I hope Mr C will understand that I can't uphold this part of his complaint as I haven't found anything in support of the advice he said he received.

Mr C also said that he received no help from TSB about reapplying the bonus from his Easy Saver Account to a new account. I think Mr C was frustrated that he wasn't told that the bonus had been activated by TSB. However, from the point when the one-year incentive bonus expired in April 2020, there is no record of any contact to TSB from Mr C about renewing the bonus.

I'm sorry to see that Mr C considers that TSB wasted four months of his time because he wasn't advised in branch to reapply the bonus to the Easy Saver Account himself. I'm pleased that he eventually completed this offer again with online banking.

I agree with the investigator's view that Mr C couldn't expect a communication about the bonus from TSB when he hadn't originated an enquiry. The main point about the bonus is that the information regarding its application was set out within the terms and conditions of the account provided to Mr C. And so I think that Mr C ought reasonably to have been aware that he could reapply the bonus online without needing to wait for TSB to inform him further about this. As I haven't found that TSB has made a mistake about the service it provided to Mr C I can't fairly uphold his complaint.

My final decision

For the reasons I have given it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 6 May 2024.

Andrew Fraser Ombudsman