

The complaint

Mrs S complains that TSB Bank plc hasn't provided the rate it should for her fixed rate bond.

What happened

On 14 November 2022 Mrs S attended a branch of TSB along with her husband Mr S in order for them each to open a three year fixed rate bond account that was offering a rate of 4.88%. She and Mr S were both unable to proceed with their respective applications because there was no one available in branch for them to see and process their respective applications.

Mrs S and Mr S thereafter each opened a three-year fixed rate bond account on 18 November 2022 but a rate change had been announced on 17 November 2022 and was effective as from 18 November 2022 so that the rate of the bond they got was only 4.5%.

Mrs S and Mr S both complained and Mr S's complaint has been dealt with separately. It is Mrs S's case that TSB should honour the rate she would have got if it had processed her application on 14 November 2022 – namely 4.88% instead of the 4.5% she is currently entitled to.

TSB didn't agree and so Mrs S referred her complaint to our service. One of our investigators considered and initially thought the complaint shouldn't be upheld but then issued a second opinion upholding the complaint in which she made the following key points.

- TSB's website doesn't say that to open an account in branch an appointment needs to be made and Mrs S reasonably assumed that on attending the branch on 14 November 2022 she would be able to open the fixed rate bond account at a rate of 4.88%.
- Mrs S was turned away on the basis there were no appointments available which is contrary to the instruction to TSB customers to simply attend the branch.
- Mrs S travelled with Mr S who is blind and travelled a long time to get to the branch and he informed staff that coming to branch was struggle for her and TSB ought to have made adjustments to ensure she had access to its service instead of requiring her to travel to the branch a second time on 18 November 2022.
- TSB should honour the 14 November 2022 rate of 4.88% and pay Mrs S £200 for the trouble and upset caused.

TSB didn't agree with the investigator. In summary it made the following points.

- It doesn't advertise telephoning a branch as a service it offers and if a customer telephones a branch it can't guarantee this will be answered.
- Its website explains that if a branch appointment is wanted there is a booking process to follow.

- It will strive to accommodate a customer who attends without an appointment but nowhere does it advertise that you can just turn up without an appointment and open an account.
- It would look to make reasonable adjustments for a customer's disabilities but if there are no appointment slots, colleagues or rooms available then what alternatives is it suggested were available – that he should have been prioritised over customers who had already booked.

As TSB didn't agree with the investigator the matter was referred to me for review and decision. I issued a provisional decision, the findings from which are set out below.

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so I find I differ with the second opinion of the investigator - I am not satisfied that this complaint should be upheld. I appreciate this will be very disappointing for Mrs S as she has made clear that she feels that TSB should have provided her with a fixed rate bond at the rate applicable on 14 November 2022. However, I am not persuaded that the way it dealt with her application was wrong and I explain why below.

Mrs S has made clear that she and Mr S are not able to apply online because of limitations with their computer and that application by telephone is also not available to them because of the requirement for an email address. In short, it appears that the only way for Mrs S to open her fixed rate bond account was by attending at a TSB branch.

I note that Mrs S has referred to trying to telephone the branch without success before she and Mr S made, from what she has said, a prolonged and difficult journey by bus to attend the branch with a view to them each opening the fixed rate bond account they wanted.

If Mrs S had managed to get through she would no doubt have been made aware that she would need to make an appointment and presumably such appointment could have been made over the telephone, regardless of any other process TSB has in place for making such appointments.

However, I can't hold TSB responsible for the fact that the telephone system was affected by water damage and that she and Mr S were unable to discuss the bond over the telephone. In any event, there is no evidence that Mr S would have been able to get an appointment for the 14 November 2022, or any sooner than the appointment of the 18 November 2022, that was subsequently made, even if Mrs S had got through.

Following the failed attempt to speak to the branch Mrs S and Mr S decided to travel to the branch with the application for the fixed rate bond account and the necessary documentation, such as ID documents. They clearly did so with a view to them each opening a fixed rate bond account on the day but I am not persuaded that they were entitled to open an account simply by attending the branch or that they were misled about being able to do so by anything that TSB said or did.

I have seen nothing that would have suggested to them that if they attended the branch they would be seen and their respective applications would be dealt with on the day. I have noted what the investigator said about there not being a reference to needing to make an appointment but I don't agree this means it was a reasonable assumption on the part of Mrs S that she would be dealt with if she simply turned up. I don't think she can reasonably have thought she was guaranteed to see someone in branch and have her application dealt with

when she hadn't made an appointment.

It seems to me that this would quite obviously depend on how many customers turned up without an appointment and whether there were any staff to deal with those customers. It also doesn't appear to me that the evidence provided in this case supports a finding that this is what she thought. In particular I note that Mrs S said to the investigator that a lot of places you don't need an appointment, its hit and miss. It seems to me that this is an acknowledgment that she didn't know if they needed an appointment or not and that she and Mr S attended on the basis they might not need one - not because they had been misled into thinking they didn't.

In any event, TSB has said that it will try and accommodate customer's who attend without an appointment, so it isn't the case that it will refuse to see anyone without an appointment, rather that without an appointment there is no certainty that you will be able to see someone or carry out the business you attended for. This will obviously depend on whether anyone is available to deal with you and unfortunately for Mrs S no one was available on 14 November 2022. TSB can't be criticized simply because it didn't have anyone available to deal with her on the day.

I also note that Mrs S acknowledged in a letter to the investigator that the appointment made for 18 November 2022 to complete the related administration for the accounts she and Mr S wanted to open wasn't unreasonable as TSB couldn't always be expected to complete the 'transaction request' immediately. This reinforces my view that she accepts that TSB couldn't be expected to accommodate all potential customers who turned up without an appointment.

I note she goes on to argue that it wasn't acceptable to move the original date of the application. However, just because she and Mr S filled out the necessary documents on 14 November 2022 with that date does not mean that their application was made on that date. It plainly wasn't as she had to attend on 18 November 2018 for her application to be dealt with. She wasn't entitled to open the fixed rate bond account as of right simply because she had completed the necessary paperwork.

In the circumstances it would only be reasonable to expect TSB to pay the rate as of 14 November 2022 if I had found that Mrs S's application for the fixed rate bond account wasn't processed on that date through some failing on the part of TSB, and I have found no such failing.

Mrs S has also argued that because she and Mr S couldn't apply online or by telephone TSB was required to offer an alternative way of application that honours the same timeframe as online services. I don't accept that argument. I think it is reasonable to expect TSB to provide an alternative way of applying for those who can't apply online but there is no reasonable basis on which I could find that this would need to be provided in the same timeframe or that this would be achievable in any event.

I appreciate that my findings and decision will be very disappointing for Mrs S and

acknowledge her strength of feeling that TSB did something wrong. However, I must make an impartial decision that is fair and reasonable in all the circumstances and I am satisfied that I have done so."

I gave both parties the opportunity of responding to my provisional decision and providing any further information they wanted me to consider. TSB didn't provide any response but Mrs S provided a joint response with Mr H in respect of both complaints disagreeing with my provisional decision. Although the points of disagreement were made jointly I will refer to Mrs S only. In summary she made the following key points:

- She was told on 10 January 2024 that the decision would uphold the complaint and has not seen any compelling new information in TSB's reply to the investigator's opinion which justifies my decision not to uphold the complaint.
- TSB branch offices are the customer facing part of its business and as such customers should be able to visit in person and telephone the branch numbers advertised with an expectation that they be open and answered during the advertised business hours.
- The TSB website simply says that a bond can be opened in branch and there is no information that an appointment is mandatory.
- There is no instruction that states the commencement date of a bond may be affected or delayed if you apply in branch rather than online or that the bond rate may have changed or expired whilst arrangements are determined at branch
- The TSB website doesn't mention that it is essential to make a branch appointment to open a bond but does suggest an appointment can be made with a mortgage adviser or money confidence expert, which she didn't require.
- She followed TSB's instructions to apply for a bond in branch and whilst some customers may prefer to be interviewed to apply she didn't.
- She has never suggested that she be prioritised, rather that all customers should be provided with all options, one of which would have been to be offered the opportunity of completing the application herself at one of the desks provided with the forms and supporting evidence being taken from her on the 14 November 2022.
- She was never given that option despite the difficulty in attending the branch.
- TSB should honour the bond commencement date as from the date the application and necessary supporting proof and payment were received not the later appointment date.
- All TSB customers should receive the same result when applying for a bond regardless of which method is used.
- TSB shouldn't differentiate between a customer applying online and one applying in person when all the information is available.
- She was disadvantaged by the drop in interest rate between attending on the 14 November 2022 and the appointment on 18 November 2022 as well as by the need for second journey to branch.
- There is an inconsistency of approach between how TSB treats online customers and how it treats those applying in person.

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.

In doing so, I've taken into account relevant law and regulations; relevant regulators' rules guidance and standards; codes of practice; and, where appropriate, what I consider was good industry practice at the relevant time. But I think it's important to note that while I

take all those factors into account, in line with our rules, I'm primarily deciding what I consider to be fair and reasonable in all the circumstances of the case.

It is for me to decide what weight to give evidence a party relies on and where there is a dispute about the facts my findings are made on a balance of probabilities – what I think is more likely than not.

I have considered the various points made by Mrs S but I am not persuaded that I should change the findings in my provisional decision which form part of my findings in this final decision unless I state to the contrary. She has not provided any new evidence and has in the main repeated arguments she made previously which were dealt with by me in my provisional decision. I will however provide some brief additional findings in relation to her complaint.

Mrs S has said TSB hasn't provided new evidence that would justify my coming to a different conclusion to the investigator. However, I am not bound by the conclusion of the investigator and regardless of whether new information has been provided I have to review the complaint afresh and come to my own independent findings – which is what I have done.

Mrs S says that TSB branches are the customer facing part of the business and as such customers should be able to visit in person and they should be contactable by telephone. However Mrs S was able to visit the branch in person, it is just that she wasn't able to see a member of staff when she did so because she hadn't made an appointment and no one was available to see her. TSB has said it will try and accommodate customers or potential customers who attend without an appointment but it clearly can't guarantee that it will be able to see everyone who turns up without an appointment.

Regarding being able to contact the branch by telephone, on the information available, the reason she wasn't able to do so was because of water damage that affected the phone system. I said in my provisional decision that TSB couldn't be held responsible for this and that even if Mrs S had got through there was no evidence she would have been able to make an appointment for the 14 November 2022.

Mrs S says that the information provided by TSB simply said that the bond could be opened by attending the branch. From what I have seen it said 'apply in a branch' as an alternative to applying online. I therefore accept that the information on the website didn't refer to making an appointment. However, it equally didn't say that an application could be made simply by turning up at a branch and leaving completed documents and supporting information, such as proof of ID, at the branch.

Moreover, as I noted in my provisional decision, Mrs S said that in many places you don't need an appointment but that it was 'hit and miss'. It seems to me that she wasn't saying that she thought she didn't need to see someone to open an account but that it wasn't always necessary to make an appointment beforehand to see someone and I am of the view she attended the branch in the hope of seeing someone without an appointment, not because she thought she could make application without seeing anyone.

In making that finding I have considered what Mrs S has said about some people wanting to see someone when making application but that she didn't and that TSB should have allowed her to complete the necessary documents herself and leave these and the necessary supporting documents with it on 14 November 2022. However, I don't accept that she thought that she could make application without seeing anyone. Moreover, that wasn't TSB's process and it was entitled to decide, in the reasonable exercise of its commercial judgment, what its process would be.

My final decision

I don't uphold this complaint for the reasons I have set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 9 May 2024.

Philip Gibbons
Ombudsman