

## **The complaint**

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

## **What happened**

On 14 November 2022 Mr S attended a branch of TSB along with his wife Mrs S in order for them to each make an application to open a three year fixed rate bond account that was offering a rate of 4.88%. Neither of them were able to proceed on the day because there was no one available in branch to process the applications.

They thereafter applied to open their respective fixed rate bond accounts on 18 November 2022 but there had been a rate change announced on 17 November 2022 and effective as from 18 November 2022 so that the rate of the bond was only 4.5%.

Both Mr S and Mrs S complained that they should have received the rate they would have got as of 14 November 2018. Their complaints have been dealt with separately but as Mrs S has provided information in relation to both her complaint and Mr S's complaint I will be referring to her in my findings.

TSB didn't agree it had done anything wrong and so Mr S referred his complaint to our service. One of our investigators considered the complaint and initially thought it 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 Mr S reasonably assumed that on attending the branch on 14 November 2022 he would be able to open the fixed rate bond account at a rate of 4.88%.
- Mr 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.
- Mr S is blind and travelled a long time to get to the branch and he informed staff that coming to branch was struggle for him and TSB ought to have made adjustments to ensure he had access to its service instead of requiring him 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 Mr 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 explaining why I didn't think the complaint should be upheld, 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 in all the circumstances. I appreciate this will be very disappointing for Mr S and acknowledge that he feels strongly that TSB did something wrong, but I don't agree that it did and I explain below why I have reached that conclusion.*

*Mr S chose to attend the TSB branch in order to open a three year fixed rate bond account offering 4.88% at the time which Mrs S has said they identified as the market leader following an internet search.*

*She has also 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 opening the three year fixed rate bond account they each 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.*

*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 with the branch 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 that was subsequently made for the 18 November 2022, even if Mrs S had got through.*

*Following the failed attempt to speak to the branch Mr S and Mrs S decided to travel to the branch with a view to opening the fixed bond accounts they each wanted, taking with them the necessary documentation, including ID documents. However, whilst I acknowledge what Mr S wanted to do I am not persuaded that he was entitled to open an account simply by attending the branch or that he was misled by anything that TSB said or did about being able to do so.*

*I have seen nothing that would have suggested to Mr S that if he attended the branch he would be seen and that his application to open a fixed rate bond account would be dealt with on the day. I have noted what the investigator said about TSB not making reference to needing to make an appointment but I don't agree that it was a reasonable assumption that this meant you would be dealt with if you simply turned up.*

*I think this would quite obviously depend on how many customers turned up and how many*

*staff were on duty to deal with those customers. It seems to me that Mr S cannot reasonably have thought that it was certain he would be dealt with by simply turning up at the branch of a business he wasn't a customer of.*

*It also doesn't appear to me that the evidence provided in this case supports a finding that this is what he 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 they didn't know if they needed an appointment or not and they attended at the on the basis they might not need one not because they thought they didn't.*

*In any event, TSB has said that it will try and accommodate customers 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 Mr 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 him 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 and Mr S accept 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 paperwork on 14 November 2022 and dated the application that date does not mean that they made application to open an account on that date. The application by Mr S needed to be processed properly, he wasn't entitled to the fixed rate bond account as of right simply because he had completed the necessary paperwork and took this to the branch on 14 November 2022.*

*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 the application 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, because of the limitations of their computer, or by telephone - because this requires an email address she and Mr S don't have – 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 said at the outset that I appreciate that my decision will be disappointing for Mr S but I must make an impartial decision that I consider is fair and reasonable decision in all the circumstances."*

*I gave both parties the opportunity of responding and providing any further information they wanted me to consider before making my final decision. TSB didn't provide a response but Mr S responded jointly with Mrs S with the points made being applicable to both complaints. I have summarised those points below as if made by Mr S alone.*

- He was told on 10 January 2024 that the complaint would be upheld 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 he didn't require.
- He followed TSB's instructions to apply for a bond in branch and whilst some customers may prefer to be interviewed to apply he didn't.
- He has never suggested that he 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 himself at one of the desks provided with the forms and supporting evidence being taken from him on the 14 November 2022.
- He 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.
- He 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 a 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 Mr 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. He has not provided any new evidence and has in the main repeated arguments made previously which were dealt with by me in my provisional decision. I will however provide some brief additional findings in relation to his complaint.

Mr 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.

Mr 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 Mr S was able to visit the branch in person, it is just that he wasn't able to see a member of staff when he did so because he hadn't made an appointment and no one was available to see him. 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 Mrs S 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 Mr S for the 14 November 2022.

Mr 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 and Mr S thought they 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. In the circumstances I think it is more likely than not he attended the branch in the hope of seeing someone without an appointment, not because he thought he could make an application without seeing anyone.

In making that finding I have considered what Mr S has said about some people wanting to see someone when making application but that he didn't and that TSB should have allowed him to complete the necessary documents himself and leave these and the necessary supporting documents with it on 14 November 2022. However, I don't accept that he thought that he 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 Mr S to accept or reject my decision before 9 May 2024.

Philip Gibbons  
**Ombudsman**