

The complaint

Mr M complains that after TSB Bank plc closed his bank account, it said it would repay the expenses he incurred when he visited the branch to provide identification, but it hasn't done so. Mr M also complains that he incurred costs when making telephone calls made to a premium rate number TSB Bank plc provided to him.

What happened

TSB wrote to Mr M in March 2024 to advise him that it intended to close his account in 60-days' time. TSB told Mr M that he needed to attend a local branch to withdrawal. Mr M says he attended the branch on 19 March and did so using a taxi service and public transport, and as he needed wheelchair access, he used a taxi service that provided this.

When he visited the branch on 19 March TSB transferred most of the funds in Mr M's account. A credit balance of approximately £40 remained in the account as all the funds hadn't cleared. TSB released this amount shortly after without requiring Mr M to attend the branch again.

Mr M complained to TSB that it didn't release all of his funds when he visited the branch, and that it later released the £40 without the need for him to attend again. Mr M says that he incurred taxi fares and public transport costs when he visited the branch and asked that TSB refund these. Mr M says he also spent £600 on telephone calls to TSB to try and resolve this matter and said the number he called was a premium rate number.

TSB said it understood Mr M was inconvenienced by attending the branch when his account was blocked. TSB explained this is the process it asks all of its customers to follow as it needs to identify him in person before it can release funds. TSB didn't think there had been a bank error but offered to pay Mr M's expenses if he provided supporting evidence. TSB provided an email address for Mr M to send this evidence.

Mr M brought the complaint to the Financial Ombudsman Service and one of our Investigators looked into things. The Investigator thought that TSB had treated Mr M fairly and reasonably in the circumstances of this complaint, and that the offer to refund the costs Mr M had incurred was a reasonable one. Mr M asked that an Ombudsman decides the complaint.

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 understand Mr M will be disappointed, but for very much the same reasons as the Investigator, I've decided that TSB doesn't need to do anything further. I will now explain why.

I'm satisfied that TSB provided Mr M with reasonable notice that it intended to close his bank account. Although I don't intend to explain why TSB made this decision, I'm satisfied that it

did tell Mr M why the account was being closed, and why it later decided to place a block on the account. It seems to me that the crux of this complaint is that Mr M feels he was treated unfairly when TSB told him he had to visit a branch to withdraw the funds in his account.

TSB says it followed its processes when it requested Mr M attend a branch to provide identification before it could release funds in the account. TSB accepts that this caused Mr M inconvenience in view of his need to use a wheelchair and TSB offered to refund the expenses Mr M incurred when he attended the branch. TSB provided Mr M with an email address to forward the evidence for consideration. Although Mr M says he emailed TSB and/or sent the evidence of his expenses by post, TSB says that it hasn't received this. When asked to provide any supporting documents showing that he'd sent the evidence to TSB, Mr M hasn't been able to provide this or recall what address he may have sent it to.

In this regard, I'm persuaded TSB treated Mr M fairly. It was reasonable for TSB to restrict access to the funds in Mr M's account once it had been blocked. By doing so TSB was protecting the balance in the account until it was sure funds could be released to Mr M. When Mr M attended the branch with his identification, TSB released the funds. TSB also recognised that because of his need to use a wheelchair, Mr M would have suffered more inconvenience than he should have. In this regard, I think TSB's offer to refund Mr M's expenses demonstrates that TSB took this into account. I haven't seen any evidence supporting Mr M sent evidence of his expenses to TSB, but he says he did. Unfortunately, TSB says it hasn't received any evidence of Mr M's expenses to date. I can't say that Mr M hasn't sent this evidence, but I'm persuaded it's unlikely TSB received it. Therefore, although I won't be asking TSB to do anything else – as I think its offer was a fair and reasonable one – if Mr M is able to provide reasonable evidence of the expenses incurred in travelling to the branch, I would expect TSB to consider paying them. If he wishes to do so, Mr M can send the evidence by email to the address TSB quoted in its final response letter dated 22 March and include the reference number provided.

In respect of the expenses, I want to make it clear that it will be for TSB to decide whether the evidence it receives from Mr M is sufficient for it to pay the expenses.

Mr M is unhappy that TSB later released the remaining balance on his account (approximately £40) without the need for him to attend the branch. Mr M asked why TSB couldn't have done this for his other funds, as this would have made his visit to the branch unnecessary. However, after Mr M provided his identification at the branch when he did, TSB made what I consider to be a fair and reasonable decision to pay the remaining balance as quickly as possible so as not to inconvenience Mr M further. And it did so because, by this time, it was satisfied it had identified Mr M in line with its processes.

Mr M says he made over £600 of telephone call to TSB on a premium telephone number it provided. I've seen the letter TSB sent to Mr M regarding its decision to close the account and the telephone number provided isn't a premium rate number. The final response letter TSB sent Mr M on 22 March and the 'deadlock' letter TSB sent on 9 April contained only 0800 numbers. These two letters also included the full address for Customer Relations at TSB. I've also looked on the TSB website and this only includes a 0345 number for customers to contact it. I acknowledge Mr M has provided screenshots from his mobile phone of calls he says he made to TSB, but many of the telephone calls provided do not include a telephone number, and where they do, the number is again a 0345 number. Whilst dialling a 0345 number from a mobile phone may not be free, the cost of these calls may be included in the inclusive minutes within a providers plan. The screenshots also include calls made before the account was closed, and after Mr M would have received a final response to the complaint. Taking into account the evidence I've seen I'm not persuaded Mr M called TSB on a premium line number.

My final decision

For the reasons above, I've decided that TSB Bank plc doesn't need to do anything else to resolve this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 25 June 2024.

Paul Lawton
Ombudsman