

The complaint

Mrs M is unhappy with several aspects of the service that she's received from TSB Bank plc, including that opened an account with an incorrect spelling of her surname.

What happened

Mrs M applied online to open a new TSB account. The application was successful, and TSB opened a new account and sent a debit card to Mrs M. However, Mrs M then noticed that her surname was spelled incorrectly on both the account and the debit card. Mrs M wasn't happy about this, especially as it caused her significant frustration and inconvenience to resolve. And Mrs M also wasn't happy about several aspects of the service she'd received from TSB surrounding this matter. So, she raised a complaint.

TSB responded to Mrs M and noted that it was Mrs M who had supplied the incorrect spelling of her surname in her account application. TSB also noted that they'd passed the information that Mrs M had supplied in her application, including the mis-spelt surname, to a credit reference agency ("CRA") which had then successfully passed Mrs M through their credit check. Because of this, TSB didn't feel that they should be held responsible for the fact that the account had been opened using Mrs M's mis-spelt surname.

TSB corrected the spelling of Mrs M's name and issued a replacement debit card to Mrs M accordingly. TSB also arranged for the removal of the credit search containing the incorrectly spelt surname from Mrs M's credit file. And TSB didn't agree with Mrs M's contention that when she brought the issue of the mis-spelt surname to them that they hadn't cared about the matter or the potential impact it might have on Mrs M.

However, TSB did accept that when Mrs M had asked for her surname to be corrected and for a new debit card to be sent to her that one of their agents had incorrectly told her that she had to have her title on the debit card when that wasn't the case. TSB apologised to Mrs M for this and paid £50 to her as compensation for any trouble or upset this may have caused.

TSB also apologised to Mrs M for the poor experience she'd had with the account opening process and indicated that they would be engaging with the CRA in question to try to avoid similar occurrences happening in the future. And TSB paid a further £100 compensation to Mrs M regarding this point.

Finally, TSB apologised to Mrs M for an email that she had received which had incorrectly stated that she had opened another savings account. TSB paid an additional £50 compensation to Mrs M for this matter, taking the total amount of compensation payable to £200. Mrs M wasn't satisfied with TSB's responses to her complaint and so referred the complaint to this service.

One of our investigators looked at this complaint. But they felt the responses that TSB had issued to the complaint already represented a fair resolution to what had happened. Mrs M disagreed, and so the matter was escalated to an ombudsman for a final decision.

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.

Having done so, I'd like to begin by confirming that this service isn't a regulatory body or a Court of Law and doesn't operate as such. Instead, this service is an informal, impartial dispute resolution service. And while we do take relevant law and regulation into account when arriving at our decisions, our remit is focussed on determining whether we feel a fair or unfair outcome has occurred – from an impartial perspective, after taking all the factors and circumstances of a complaint into consideration.

I also note that Mrs M has provided several detailed submissions to this service regarding her complaint. I'd like to thank Mrs M for these submissions, and I hope that she doesn't consider it a discourtesy that I won't be responding in similar detail here. Instead, I've focussed on what I consider to be the key aspects of this complaint, in line with this service's role as an informal dispute resolution service.

This means that if Mrs M notes that I haven't addressed a specific point that she's raised, it shouldn't be taken from this that I haven't considered that point. Indeed, I can confirm that I've read and considered all the submissions provided by both Mrs M and TSB. Instead, it should be taken that I have considered that point but that I don't feel it necessary to address it directly in this letter to arrive at what I consider to be a fair resolution to this complaint.

Having reviewed all the information available to me, I feel that what's most likely to have happened here is that Mrs M did submit her name incorrectly in her account application to TSB. This mis-spelling was relatively minor, with only one character of Mrs M's name missing, and it was close enough to the correct spelling of Mrs M's name that the CRA which TSB forwarded the account application information to was able to approve a credit check conducted against Mrs M using her mis-spelt surname on the basis of all the other correct information (date of birth, address, etc.) that Mrs M provided in her account application.

Accordingly, I don't feel that TSB have acted unfairly towards Mrs M as she contends here. This is because TSB forwarded the incorrect spelling of Mrs M's surname that Mrs M had provided to them to the CRA, who then approved the credit check undertaken on Mrs M using the incorrect spelling.

However, while I don't feel that TSB are at fault for the incorrect spelling of Mrs M's name, or acted unfairly by opening the account using that incorrect spelling as they did, it would generally be expected that TSB would take the corrective action necessary to rectify the incorrect spelling of Mrs M's name once the matter was brought to their attention.

Upon review, I feel that TSB have done that, and did so in a timely manner. I say this because TSB did correct the spelling of Mrs M's name on their systems when they became aware it was mis-spelt and issued a new debit card to Mrs M with her name spelt correctly. Additionally, TSB arranged for the removal of the credit check with the incorrect spelling of Mrs M's name from Mrs M's credit file.

Mrs M has said that she's been troubled and inconvenienced by the account being opened with an incorrect spelling of her surname, and I acknowledge and accept that this may have been the case.

But I don't feel that TSB should fairly or reasonably be held accountable or responsible for any trouble and inconvenience that Mrs M has experienced in this regard. Rather, I feel that adverse experience that Mrs M has incurred should fairly be attributed to Mrs M's mistake of

providing the incorrect spelling of her surname on her account application – which I feel was the root cause of any trouble and frustration that Mrs M may have incurred.

This means that I won't be upholding the primary aspect of Mrs M's complaint here, which is that TSB have treated her unfairly by opening an account with an incorrect spelling of her surname. And I will now move on to consider the secondary aspects of Mrs M's complaint, which surround the service that she has received from TSB when bringing this matter to their attention.

Mrs M has said that TSB didn't appear to care about the incorrect spelling of her surname and the potential impact that might have on her. But I don't agree with Mrs M's contention here, given the swift and appropriate corrective action that TSB took regarding the issue, as I've described previously in this letter.

TSB have accepted that there were times when the service they provided to Mrs M should have been better. These include that Mrs M was incorrectly told that she had to have her title on her debit card, as well as the poor customer journey that Mrs M experienced as a result of the CRA approving the credit check undertaken with her incorrectly spelt surname. They also include that Mrs M incorrectly received an email which said she had opened another savings account with TSB. And TSB have paid compensation totalling £200 to Mrs M in consideration of these issues.

This total compensation amount of £200 doesn't feel unfair to me. Indeed, given that it was Mrs M that provided the incorrect spelling of the surname to TSB, and that the CRA approved the credit check undertaken using that incorrect surname (neither of which are events that I feel TSB should be considered accountable for) I feel that the payment of the £100 by TSB for the poor customer journey that Mrs M experienced may be generous.

Furthermore, I don't feel that there are any other instances of service provided by TSB that fall short of what I would expect here, given the circumstances as I've described them. And because of this, I won't be instructing TSB to make any further payments of compensation to Mrs M, beyond the £200 that they've already paid.

All of which means that I won't be upholding this complaint against TSB or instructing them to take any further or additional action here. This is because I'm satisfied that the TSB aren't responsible for the issues Mrs M experienced because the account was opened using an incorrect spelling of her surname, and because I'm satisfied that TSB took the appropriate corrective action when Mrs M brought the incorrect spelling of her surname to their attention. I'm also satisfied that the apologies and £200 compensation that TSB have paid Mrs M for the service issues she experienced already provides fair compensation for those issues.

Finally, I note that Mrs M feels that TSB may have breached data protection regulation by opening the account with an incorrect spelling of her surname. However, this is not a matter that I'm able to issue a decision on. And it's my understanding that Mrs M has already raised this issue with the Information Commissioner's Office ("ICO"), which is the relevant regulatory body for points of complaint of this nature.

However, I confirm that from the perspective of general fairness, I don't feel that TSB acted unfairly by opening the account with the incorrect spelling of Mrs M's surname for the reasons previously provided.

I realise this might not be the outcome that Mrs M wanted here. But I trust that she'll understand, given what I've explained, why I've made the final decision that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 3 February 2025.

Paul Cooper
Ombudsman