

## **The complaint**

Mr R is unhappy about TSB Bank plc. He said despite asking to be removed from a joint bank account TSB wouldn't help him. Mr R said he explained his circumstances to TSB, but it wouldn't remove him without the joint account holder's authority.

## **What happened**

Mr R said TSB were dismissive of his circumstances when he visited the branch and when he rang the call centre. Mr R said he was trying to be removed from the account as the other account holder was his abusive ex-partner. But Mr R said TSB told him he would need to send a form to his ex-partner to ask her to leave the account.

Mr R said he got the same advice when he rang the TSB call centre. Mr R said he told TSB on each occasion it wouldn't be possible to get consent from his ex-partner. Mr R said he no longer had direct contact with his ex-partner only through each other's solicitors.

When Mr R next made contact with TSB, he said he was told the account was now a sole account in his name. But he said he'd never been made aware, and he hadn't been notified by letter as TSB had the wrong address noted for him. In view of this TSB paid Mr R £30 compensation for any distress and inconvenience caused.

Mr R remained unhappy with this and brought his complaint to this service.

Our investigator didn't uphold the complaint. He felt the £30 compensation for issues with letting Mr R know in writing the account was now solely in his name was reasonable. Our investigator noted the address details had appeared to be wrong since 2015 when the account was opened. He said he didn't think TSB needed to do anything further as it hadn't been told of any problems or issues with the address prior to 2024. Our investigator said there wasn't conclusive evidence to say exactly what had happened when Mr R discussed his case in branch. He said on balance in view of the training provided to TSB staff to deal with this type of situation it was unlikely TSB wouldn't offer suitable assistance. Our investigator accepted TSB's comment that it didn't have any staff members going by the names Mr R said he had spoken to in its call centres. He noted in the one call available there was no request from Mr R to be removed from the account and no information provided about his difficult personal situation. Our investigator didn't accept Mr R's later point that the account split left him in arrears due to the records provided by both Mr R and TSB.

Mr R didn't accept this and asked for his complaint to be passed to an ombudsman.

## **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.

Mr R has said his complaint wasn't investigated thoroughly. But I've not seen any evidence from Mr R about other calls he made, details from the call centre discussions, any factors that show he has been treated unfairly or unreasonably compared to his ex-partner.

Based on the description of the individual given by Mr R TSB spoke to the closest staff member with a resemblance in the branch. The member of staff said he *“had no recollection of any conversation with Mr R or any customer around that time regarding removing a party from an account. He confirmed that had he been made aware of a joint account where one party was abusive, he would have referred this to his manager in line with our procedures.”* TSB confirmed there is no record of any branch visit from Mr R. So, there's no physical record of any discussion about changes required to the account or Mr R's traumatic personal circumstances.

TSB continued, *“all our customer service staff are provided with regular training on domestic abuse and financial abuse and are all aware of the steps they need to take where there is any suspicion of either. We provide safe spaces in our branches and we are the only UK bank to provide a flee fund to victims to help with the financial pressures of leaving their homes, which victims of abuse often need to do. If Mr R had made us aware of the abuse by his partner and joint account holder, we would have referred him to our Vulnerable customer unit to try to assist him with severing any financial links to his abuser. We certainly would have recorded this on his notes, with his permission. We find it most unlikely that where staff were made aware of abuse that they refused to provide assistance as all our staff are aware of the services we offer to victims.”*

So, TSB has said staff get regular training on situations such as the one Mr R found himself in here. It said staff would provide help and support if made aware of it. I accept what TSB said. I think such situations are taken seriously by banks and financial services organisations in general and if made aware there are now processes and procedures in place to ensure customers can be supported.

Mr R said there were calls in February and March, but TSB is certain there is no record of any such calls. It said, *“We also cannot find any call from Mr R where he asked to be removed from the account or where he discloses any abuse.”*

The only call evidence TSB could find was a call on 15 February 2024. This is a phone call between Mr R and a TSB call centre. This call was after Mr R said he had visited the branch. I have listened to the call. In the call Mr R checks if the account is a joint account. TSB confirmed that it was and asked if this was correct and Mr R confirmed “yes.” So, there's no suggestion from this call TSB had done anything wrong or were required or asked at that point to take any action by Mr R.

TSB said it was unaware of Mr R's situation or any need for him to be removed from the account. There's no other record suggesting this. There's no records to show other calls were made or other issues were discussed, our investigator did offer Mr R the opportunity to produce his record of calls to show there were more calls with TSB. Nothing has been received.

Mr R provided the names of two members of staff he said he spoke to when he called to discuss his situation. TSB said it checked all branch and call centre staff but didn't have any staff with those names.

There's no evidence to show TSB need to take any further action.

Mr R said he was left in arrears in the now solo account but there's no record to show this. TSB confirmed the date the account became a solo account (14 March 2024) and at this point the account was in credit. TSB also confirmed it refunded Mr R recent overdraft charges it had applied when it was a joint account. It said it did this to ensure it was being fair to him now that the account was in his name only and no longer a joint account. I think that's reasonable.

Mr R ended up in a situation where he now had a sole account. This was the outcome Mr R was looking for. He no longer wanted to be in a joint account and that's what happened.

I note our investigator picked up on the point that perhaps Mr R would prefer to have no association with this account any longer. And he did let Mr R know that he would contact TSB and ask it to close the account completely if Mr R preferred for this to happen and in view of Mr R's concerns over his credit rating.

Mr R said he felt *"the bank just believed a female and disregarded me as I was a male."* And he said this affected his mental wellbeing. But I've not seen anything where TSB suggested he did anything wrong, he was being treated differently, or his ex-partner was benefitting from something Mr R wasn't. I note in the final response from TSB it said, *"I am unable to disclose the reasons surrounding the joint account holder's removal due to data protection rules."* I think if Mr R's ex-partner wished to know details about him, TSB would give her the exact same response. It backed this up further by stating *"We cannot disclose the reason for the joint party being removed without the permission of the joint party, but we can confirm there had been no bank error."*

TSB said in all these areas it made no errors. I accept this and I think TSB acted fairly and reasonably based on all the evidence I've seen.

But TSB did accept it had made an isolated error with the letter it sent to Mr R. It confirmed it did write to him notifying him of the removal of the joint party. But it said this part itself wasn't its error. It confirmed the address originally provided when the account was first set up and opened was incorrect. TSB said Mr R had never corrected or updated this.

To highlight this TSB said *"It is also worth noting that any cards and PINs will have been sent to the wrong address. However, we have no record of Mr R advising us that the address we hold for him is incorrect, enquiring about missing cards, PINs or post, or of him advising us of a change of address prior to the account becoming sole."*

However, it did accept it hadn't kept a copy of the letter sent to Mr R and the details hadn't been noted on his contact records to show the joint party had been removed. It confirmed this was a separate process from the removal of joint parties to an account and it was the only error made throughout its handling of this situation. TSB didn't think this had much of an impact on Mr R but did pay him the £30 compensation to apologise. It felt this was fair. I agree with TSB on this point. It does appear to be an isolated mistake, there don't appear to be any other errors made and it looks to me to be a fair and reasonable outcome.

TSB concluded *"The account was not in arrears when it was transferred to Mr R's sole name and he has not incurred any interest or charges since it became his sole account. Therefore, there has been no financial impact to Mr R as a result of the account being placed into his sole name. This has also severed his financial ties with his ex-partner, which is what he appears to have wanted."* I've no reason to dispute what TSB said. It does seem to be the outcome Mr R said he'd wanted in the first place.

I think the complaint has been thoroughly investigated. I've not seen any evidence that outweighs anything TSB has provided. I think it has acted fairly and reasonably throughout. It accepted where it did make a mistake and it has pointed out that this didn't cause any financial loss for Mr R. It also did say it didn't think there was much of an impact on Mr R and I've seen no reason to dispute that.

**My final decision**

I don't uphold this complaint.

I make no award against TSB Bank plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 18 April 2025.

John Quinlan  
**Ombudsman**