DRN-5780208

The complaint

Mr T complains about difficulties he experienced with his TSB Bank plc ('TSB') internet banking and the service he received in connection with this.

What happened

Mr T opened a 'Spend & Save' account with TSB in May 2023. He was an existing customer of TSB and had other accounts which he accessed via internet banking. In June 2023 he contacted TSB when he realised he couldn't see his new account on his internet banking. TSB found out his new account had been set up on a separate internet banking profile and a request was raised for Mr T's two profiles to be merged.

In September 2023 Mr T contacted TSB to complain because he still couldn't see his new account via internet banking. TSB looked into the complaint and established that Mr T was still using his old internet banking ID (Mr T explained he'd been advised to do this by TSB in June 2023). Mr T was asked to use his new internet banking ID instead and Mr T then confirmed he could see all of his accounts. TSB apologised and paid Mr T £150 for the distress and inconvenience caused. He was also paid £5 to cover his phone expenses after he provided TSB with information about this in October 2023.

In November 2024 Mr T complained again, explaining he still had two log-ins with different statement information available to him on the two profiles. His complaint was reopened and responded to again in January 2025. TSB said that the merge hadn't been fully completed, and it agreed to resolve this for Mr T. It also paid Mr T a further £50 for the distress and inconvenience caused and invited him to provide evidence if he'd incurred any additional expenses he wanted to be reimbursed for.

Mr T remained unhappy and felt more compensation was due. Mr T said TSB incorrectly told him the old ID would stop working following the merge of the profiles in January 2025, but in fact the new ID stopped working. He also said the complaint handler had incorrectly told him certain statements weren't available due to the lack of activity on one of his accounts. Mr T said he tried calling his complaint handler twelve times and left messages, but his calls were not returned.

TSB corresponded further with Mr T about his complaint in January and February 2025 but didn't change its response and so he brought his complaint to our Service.

Our Investigator looked into things and was of the opinion TSB should pay a further £50 to Mr T because he'd attempted to call his complaint handler on multiple occasions and got no response.

TSB didn't think this was fair. It said that the complaint handler had returned Mr T's calls once they returned from leave and that Mr T was not promised call backs within a certain time. It also highlighted that complaint handling is an activity outside the scope of the Financial Ombudsman Service and so it didn't feel we could investigate these concerns.
It felt it had resolved Mr T's complaints in a fair way and didn't think further compensation was due.

TSB asked for an Ombudsman's decision and so the complaint was passed to me to decide. After reviewing things, I thought it was likely I'd reach a different outcome to the Investigator, so I issued a provisional decision to ensure both parties had the opportunity to respond before a final decision was made. In brief, I said that the £200 TSB had already paid Mr T was fair compensation in the circumstances.

TSB made no further representations. Mr T disagreed with my findings, raising points including:

- It took a long time to resolve the issue, and he should not have had to chase.
- He was misadvised which ID to log in with.
- The complaint handler was only on holiday for a short time but many of his calls and messages were unanswered.

I'm now in a position to issue a final decision on this 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 appreciate this decision will come as a disappointment to Mr T, but having carefully considered all of the evidence, including his comments post provisional decision, I won't be asking TSB to do anything further.

Everyone agrees TSB made errors here in dealing with Mr T's internet banking profiles and failing to merge them.

But what isn't agreed on is whether our Service can consider Mr T's concerns about the complaint handler not returning his calls, and the errors made in the information given to him by the complaint handler. TSB said these are concerns about complaint handling and fall outside of our Service's jurisdiction. So, I've first considered whether this is the case.

Our Service operates under a set of rules published by the Financial Conduct Authority (FCA) and known as the Dispute Resolution (DISP) rules. Amongst other things, the DISP rules detail the types of activity that our Service can consider. And complaint handling is not an activity listed within these rules.

That being said, under the DISP rules, we can look at activities that are ancillary to a listed or regulated activity. And this means that where the service issues being raised are sufficiently linked to a complaint that we can consider, our Service may be able to consider such concerns. It is also important to note that when deciding on fair redress, our Service can consider how a business's response to a complaint has alleviated or exacerbated the impact of the original issue on the consumer.

TSB thinks that Mr T was contacting the complaint handler to discuss the amount of compensation offered which he did not consider sufficient. It is therefore arguing this is about complaint handling. However, Mr T's testimony is that he was attempting to call the complaint handler in relation to his access to his internet banking because he'd recently been given further incorrect information. So, I think he's complaining about the service he received from TSB in connection with the internet banking issues he was experiencing. I also think these concerns go towards the extent that Mr T was impacted by the internet banking error. So, I think there is a sufficient link here such that I can consider the points he is raising.

In relation to the calls to the complaint handler, I recognise Mr T couldn't get through and this must have been frustrating. That being said, I've also seen evidence which indicates the call handler was on leave for some of this time and tried to call Mr T back on several occasions following her return but couldn't get through. So, I think there were likely reasonable explanations for the limited contact with Mr T in January 2025. That being said, I think there was scope for improved communication about absences and availability to manage Mr T's expectations.

I appreciate Mr T says he was given inaccurate information when TSB were attempting to resolve things in January 2025. I have no reason to doubt his testimony here and I recognise this would have been frustrating. But I'd also note that Mr T was able to identify the errors and then access his internet banking and account information (albeit through the other internet banking ID). So, I also don't think these errors had a significant impact on him beyond some initial confusion and frustration.

So, what's left for me to consider then is whether the £200 TSB has already paid, fairly accounts for the distress and inconvenience caused to Mr T by the initial error and the poor service received. And having taken everything into account, I think it does.

In reaching this finding, I note that this issue was ongoing unnecessarily for over a year and a half. Mr T was required to repeatedly raise this with TSB which was inconvenient. And I don't doubt the prolonged nature of this matter and TSB's service failings caused frustration and upset.

That being said, Mr T didn't contact TSB to report any ongoing problems between September 2023 and November 2024 – over a year. So, I also think it's fair to conclude that Mr T had the opportunity to go back to TSB sooner if he'd found the access issue particularly impactful during this time. Indeed, the evidence I've seen indicates Mr T had access to his account information during this period, but in a way that was less convenient. Initially his accounts were split across two different profiles and then his account statements were split across the two profiles. I also think it's of relevance that the account activity on the new account during this period was minimal – this was not an account Mr T was using for day-to-day spending that he was accessing with regularity. These factors suggest that the impact directly caused by the internet banking profiles not being properly merged was minimal. Indeed, the evidence indicates the main cause of Mr T's distress and inconvenience was TSB's poor service.

I recognise TSB have made repeated errors here, but it is also important to note that it is not my role to punish businesses. My role is to consider the impact of any error on the consumer involved when deciding a fair level of compensation.

Taking into account the time spent resolving this matter and the distress caused, I think £200 is a fair award in the circumstances.

I also note Mr T's been invited to provide evidence of any financial loss to TSB, and that it has paid him for the call costs he's detailed. I think this is reasonable in the circumstances and I don't think it needs to do anything further here.

My final decision

My final decision is that TSB Bank plc does not need to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 30 September 2025.

Jade Cunningham
Ombudsman