

## **The complaint**

Mr B complains that he was given incorrect information by TSB Bank plc (TSB) and he relied on this information to his detriment.

## **What happened**

Mr B held a current account with TSB. The account was an “added value” account which carried a charge of £25 per month and provided added benefits such as insurance and breakdown cover. Mr B held the account jointly with a third party (his previous partner) who has since been removed from the account. Mr B says he was incurring charges of around £60 per month in interest on the overdraft facility and he was the one who was making payments towards the interest and charges.

As Mr B and his partner were separating, he says he consulted with his solicitor and called TSB to ask if the interest and charges could be frozen whilst the separation process was ongoing. Mr B says TSB advised him this could not be done and his solicitor told him to raise a complaint. Mr B says he raised a complaint about this in February 2021 and was informed that the account should have been frozen and he should contact TSB again once the separation was complete to recoup the charges paid.

In February 2024, Mr B contacted TSB after his separation from his previous partner was concluded. He raised a complaint about having been misinformed about the charges applied to his account during the conversation in 2021.

TSB reviewed the complaint and said it had told him a spending block could be placed on the account, but not that charges could be frozen. TSB said a divorce settlement was a private arrangement between the parties that wouldn’t override the original terms of the account. It confirmed both account holders were jointly and severally liable for the total amount owed, though it did acknowledge that the third party had since been removed from the account. Overall, it thought the fees were applied fairly and so it didn’t uphold Mr B’s complaint.

Mr B brought his complaint to our service. Our investigator said we didn’t think we should consider the complaint as we do not have both of the account holders on the complaint. He said to consider the complaint would seriously impair the effective operation of this service. He did add afterwards that we may be able to consider the customer service element of the complaint as Mr B is the account holder who was potentially given incorrect information.

An Ombudsman agreed with this, and the complaint was passed back to the investigator to review the matter to identify whether there had been a service failing on TSB’s part. Ultimately, our investigator told Mr B that having reviewed the available evidence he could not find any evidence to suggest that Mr B was incorrectly advised about whether interest and charges could be frozen whilst Mr B went through litigation. So, the complaint was not upheld.

Mr B asked for an Ombudsman to consider his complaint. He said during his second conversation he was informed the interest and charges could be frozen and he should wait

until his litigation was completed to raise a complaint. He relied on this advice to his financial detriment. Mr B was also unhappy that the call recordings are not available and notes that his recollection of the matter has been consistent. Mr B further states TSB has failed in its service to him as a customer and he feels that a refund of charges and interest paid applied during this period would be a fair remedy. So, the complaint has now been passed to me to decide.

### **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 would like to start by saying that I have provided a brief summary of the events that occurred. I intend no discourtesy by this and can assure both parties that I have taken all the information provided into consideration when reaching a decision on this complaint.

In this decision, I'll concentrate my comments on what I think is relevant. If I don't comment on a specific point, it's not because I've failed to consider it, but because I don't think I need to comment in order to reach a fair and reasonable outcome. Our rules allow me to do this, and this reflects the nature of our service as a free and informal alternative to the courts.

I am required to identify whether Mr B was given incorrect information which he relied on to his detriment. Mr B says that during the first phone call he was told the interest and charges could not be frozen. He then called again in February 2021 to raise a complaint and was told at that time that he was given incorrect information during the previous phone call and should call again after his separation was complete to recoup interest and charges applied to the account.

TSB has provided the call notes left by the advisors of the calls made in 2021. These show that both on 10 February 2021 and 18 March 2021, Mr B called to enquire whether interest and charges could be frozen and both times he was told this was not something that TSB was willing to do. The evidence available therefore does not support a finding Mr B was given incorrect information about this matter.

I understand that Mr B is unhappy that the call recordings are no longer available. Considering the length of time that has passed since the calls took place, I do not find it unreasonable that TSB has been unable to supply us with these recordings. The contact notes containing the summary of the conversations have been provided and relied on in this complaint to reach a fair and reasonable outcome.

There is some explanation as to why Mr B kept making payments in towards the interest and charges after 2021, and also why it took so long to raise the complaint. However, I don't find that Mr B has supplied enough information that persuades me that TSB has treated him unfairly in any way. So, I will not be making any recommendation for TSB to take any action to put things right for Mr B.

### **My final decision**

My final decision is that I do not uphold Mr B's complaint against TSB Bank plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 30 December 2025.

Vanisha Patel

**Ombudsman**