

## **complaint**

Mr M is unhappy about TSB Bank plc's handling of his cash ISA. Specifically, he wasn't told that his fixed rate ISA had matured, and so he lost the chance to invest at a better rate.

## **background**

The bank accepted it had made an error. It identified that it had changed Mr M's address to that of one of its branches, so he didn't get any letters about the account. To resolve Mr M's complaint, it:

- corrected his address;
- offered to make up the interest on the account to what he would have received if he'd upgraded it on maturity; and
- offered him £25 for the trouble he'd been caused.

Our adjudicator didn't think the bank's offer went quite far enough though. She asked the bank to increase its offer of payment to £150 – that is, an extra £125. But TSB then produced a document which Mr M hadn't previously seen, indicating he'd withdrawn £3,810 from the ISA in April 2012. Mr M said he didn't recognise the withdrawal; he thought he'd been the victim of fraud. TSB said it would need to investigate – as a separate matter. Our adjudicator agreed with that suggestion. This was a new issue; it might have an impact on the interest due, but it didn't arise from the problem with Mr M's address. Mr M asked that an ombudsman look at the case.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I can see why Mr M says we should treat both issues here – the problem with the notification of the end of the fixed rate and the disputed withdrawal – as a single complaint. The withdrawal has an impact on the amount of interest due; so I can see why he'd like to draw a line under both problems. On the other hand though, the withdrawal only came to light quite late in the day and TSB hasn't had a chance to investigate more fully what happened. To do that, it'll need to contact Lloyds, which still owns the branch where it was made. So I agree with the adjudicator that I should deal with the other issues first.

Having considered those issues, I agree with the adjudicator's proposal. The bank's corrected the interest calculation, based on the actual account balance. And it corrected the mistake in Mr M's address. I agree though that a further £125 in recognition of the trouble Mr M's been put to is appropriate.

I repeat though that I haven't considered or decided the issue of the disputed withdrawal. It's possible of course that TSB will be able to resolve that issue to Mr M's satisfaction. But if it can't, it's a matter which this service may be able to look at a later stage.

## **my final decision**

My final decision is that TSB Bank plc should pay Mr M a further £125.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 4 January 2016.

Michael Ingram  
**ombudsman**