

complaint

Mr C complains that TSB Bank plc delayed in the transfer of his accounts to a new bank, breached data protection by referring to a family member in the transfer and that one of its employees was rude on the telephone. He wants compensation.

background

Mr C was switching his solo and joint accounts from TSB to another bank in August 2014. Mr C says there were delays in the transfer and subsequent closure of both of his accounts by TSB, and that one of its staff was rude to him when he telephoned about this. Mr C also says that there was a breach of data protection by TSB as his son's name was referenced on the transfer of money from his TSB account to his new bank account. Our adjudicator found that his complaints about delay were outside the control of TSB. He listened to the call recording provided by TSB and concluded that the TSB complaint handler on the call was not rude or dismissive to Mr C. As a result he did not recommend that Mr C's complaint about these matters be upheld.

On the complaint about the breach of data protection by TSB, where Mr C's son was named as the sender or provider of the money transferred from Mr C's TSB account to his new bank account, TSB explained this had probably happened as a result of human error. Mr C had also provided a copy of a letter from the new bank dated one week earlier than the faster payment advice, also addressed to both him and his son, but TSB ultimately provided some evidence that this was down to the new bank. Our adjudicator found that TSB had failed to take into account the seriousness of its own error in its offer of £25 compensation. He recommended that this part of Mr C's complaint should succeed and suggested payment of £125 to Mr C in compensation for breach of data protection. TSB did not agree.

my findings

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

As part of the complaint about the delay in switching the accounts, Mr C has complained that the overdraft balance on his joint account was not paid off automatically as part of the account switching process. TSB says he was advised in writing to pay this off in advance. It says although the switch was completed in 7 days the account remained open because of the balance due. I find that there was no delay by TSB. Mr C also complains his TSB debit card was refused at a retail outlet on the day of the switch. TSB says he was advised in writing not to use his old card from that date onwards. I find TSB is not at fault. Finally he also says that the TSB complaint handler he spoke with over the phone about his complaint was both rude and dismissive. I agree with our adjudicator that this is not borne out by the call recording. I accordingly do not find that TSB has done anything wrong in respect of each of these matters.

Turning to the breach of data protection by TSB: it accepted this breach in its response to Mr C. His son's name was referenced on the payment transfer of money from his TSB sole account to his new bank account on 4 September 2014, on both the TSB and new bank statements. Although TSB accepted that it was at fault, it said it had used the information received from the new bank, by human error. However it occurred, this is a serious breach. I am of the view that the level of compensation recommended by our adjudicator is fair and reasonable.

my final decision

My final decision is that I order TSB Bank plc to pay to Mr C £125 compensation in full and final settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 9 November 2015.

Janine Allen
ombudsman