

complaint

Mrs A's complaint is about a mortgage she and her late ex-husband (Mr S) had with TSB Bank plc. She is unhappy that she wasn't kept informed about the status of the mortgage and wasn't consulted about a payment arrangement TSB agreed with Mr S. Mrs A would like the adverse data recorded on her credit file due to the arrears to be removed. She is also unhappy with how her complaint was handled.

Mrs A is represented in her complaint, but for ease, I will refer to all comments and submissions as being Mrs A's.

background

Mrs A and Mr S took out a joint 25-year mortgage with TSB to buy their family home. The mortgage was paid by direct debit from a joint account in Mrs A and Mr S' names. Up to 2014 Mrs A and Mr S made several lump sum payments to the mortgage and also made regular overpayments. The regular overpayments were cancelled by Mr S in September 2014.

The following September Mr S called TSB and explained that he was having cashflow problems and he wanted to discuss stopping making payments for three months. He was told he and Mrs A would need to complete an income and expenditure exercise for TSB to be able to make a decision on the request. He said he would call back, but he didn't until January of 2016. At that point Mr S asked to change the bank account the monthly payments would be taken from and he told TSB about a change of address for himself. As it was close to the date the direct debit would be collected, TSB explained it couldn't change the direct debit in time. As there were insufficient funds in Mrs A and Mr S' joint account, the direct debit payment failed, but Mr S made the payment by card. The change of address was confirmed in writing to both Mrs A and Mr S at their respective addresses. Mr S also gave TSB details for a bank account in his sole name for future mortgage payments to be collected from.

Mrs A telephoned TSB in April 2016 about the change in payment arrangements. There are no notes of this call on TSB's contact notes and it has been unable to trace the call when we have asked it to. Mrs A says she told TSB that she and Mr S were getting divorced and there was a dispute about their finances. However, when TSB listened to the call in July 2016 and made notes about its content, it was detailed that Mrs A hadn't mentioned divorce or separation and when asked if there was a marital dispute, she had said 'no'.

At the beginning of July 2016, Mrs A and Mr S' were informed by their bank that it hadn't paid the mortgage payment because there wasn't enough money in the bank account. Shortly thereafter, Mr S called TSB to cancel the direct debit mandate. He asked that the overpayment pot of around £7,500 be used to cover the mortgage payments for the next four months. This was agreed and no further mortgage payments were made until January 2017.

On 29 July 2016 Mrs A contacted TSB about the mortgage. She told it the direct debit mandate shouldn't have been cancelled as TSB was aware there was a marital dispute, thereby needing both parties consent to make changes to the mortgage. TSB confirmed there was no marker on the account and sent Mrs A a new direct debit mandate for her and Mr S to sign.

In relation to Mrs A's concern about the missing marital dispute marker, this was looked into separately. A member of staff listened to a recording of the call from April 2016. She telephoned Mrs A back the same day and confirmed that there had been no mention during the April call of divorce or separation. Also, Mrs A had been specifically asked whether there was a marital dispute and she had said there wasn't.

Again, on 29 July 2016, Mrs A's solicitor wrote to TSB to inform it that Mrs A and Mrs S were divorcing. It said it had come to Mrs A's attention in April 2016 that Mr S had instructed TSB to cancel the direct debit mandate from the joint account and changed it to an account in his individual name without Mrs A's approval. It went on to say that Mrs A had asked TSB to reinstate the direct debit on the joint account. She had also asked for all correspondence to be sent to both parties at their relevant addresses. As such, the solicitors said that Mrs A wanted to know why she hadn't been told Mr S had cancelled the direct debit paying the mortgage and that the overpayments previously made were to be used to pay the mortgage over the following months. The solicitors told TSB not to do anything further with the mortgage account unless it had both parties consent.

In November 2016 Mrs A and Mr S were divorced. As part of the divorce settlement the judge had ordered that the mortgaged property be sold 'forthwith', but in the meantime, Mr S was to make the mortgage payments. The property was put on the market at the time, but it didn't sell.

Mortgage payments started to be made again from January 2017 but were made by Mr S by card rather than by direct debit. The last such payment was received in October 2017 and neither Mrs A nor Mr S paid anything toward the mortgage debt thereafter.

In November 2017 Mr S contacted TSB to explain that he had been diagnosed with a serious illness and this illness was impacting on his ability to work, so his income was likely to reduce. Following assessment of the medical evidence and an income and expenditure exercise, TSB agreed that no mortgage payments needed to be made until January 2018. Confirmation of the arrangement appears to only have been sent to Mr S' address.

In January 2018 Mr S asked to extend the nil payment arrangement. TSB was told Mrs A and Mr S had agreed to reduce the asking price and change estate agents. The payment arrangement was extended to March 2018 and confirmation was sent to Mr S' address.

Mrs A has subsequently explained that when they changed estate agent, they'd been told to tidy the place up, including fixing the leaking roof. Arguments between Mrs A and Mr S delayed the sale and offers were received but had been turned down.

A few days later, some automated correspondence was sent by TSB to both Mrs A and Mr S at their respective addresses. These letters concerned the arrears on the account. A similar arrears statement was sent to Mr S and Mrs A's addresses in April 2018.

Mr S responded to the April 2018 arrears statement. He confirmed the mortgage was unaffordable and the property had to be sold, but that Mrs A was refusing to agree to it being sold. As such, the matter would be considered by the courts around ten days later. At the end of May 2018, Mrs A contacted TSB. Unfortunately, she failed security and so it couldn't discuss the account with her. However, she told TSB that she's only just become aware her ex-husband hadn't been paying the mortgage and that there were arrears on the account.

Mrs A has provided a letter she wrote as a follow-up to the failed telephone call. In it she said she was disappointed that she hadn't been told about the arrears until five months had passed and complained that she hadn't been kept up to date with what was happening with the account. She asked various questions and requested she be given three months to settle the arrears. Unfortunately, this letter was sent to a PO Box address and Mrs A used the wrong postcode. It doesn't appear that TSB received the letter.

A further arrears statement was sent to both Mrs A and Mr S at their respective addresses at the beginning of July 2018. In response, Mrs A's solicitor contacted TSB and provided it with a copy of Mrs A's May 2018 letter. It chased a response to the May letter some ten days later and asked TSB to provide either a fax number or email address for correspondence.

Mr S informed TSB on 10 August 2018 that a court order had been issued to force the sale of the property. He also told TSB that he was still unable to work due to his poor health.

At the end of September 2018, a further arrears statement was issued to both Mrs A and Mr S' addresses. Mrs A called TSB a few days later and said she was very unhappy that the account was in arrears and that she'd not been notified about the situation. She said she'd been sending TSB letters about the mortgage since 2014 but had had no response. Mrs A advised that Mr S had been ordered by the court to pay the mortgage. She has since found out there was a credit on the account which had been used to make payments and now there were arrears on the account. She said she was upset her credit file had been impacted. Mrs A said she hadn't received any correspondence from TSB and asked it to provide mortgage statements for the account starting in June 2014. Mrs A's concerns were logged as a complaint.

In October 2018 Mr S informed TSB that an offer had been accepted on the house. However, he was still unable to make any mortgage payments.

In November 2018 Mrs A's solicitors chased up a response to her concerns about the mortgage. It confirmed the house was being sold.

Again, at the beginning of December 2018, Mrs A called TSB as she was unhappy about her credit file being impacted by the arrears on the mortgage. TSB added that concern to the existing complaint under investigation. On the same day Mrs A's solicitors wrote to TSB enclosing a letter of authority allowing TSB to communicate with it on Mrs A's behalf. It said it was unacceptable that the previous letters hadn't been responded to.

TSB responded to Mrs A's complaint in January 2019. It said that it hadn't received her letter of May 2018 when she originally sent it and the first it was aware of the letter was when the solicitors forwarded a copy in November 2018. It also confirmed that, although it was normal procedure, it hadn't sent her a copy of the payment arrangement letters. That said, it didn't agree that Mrs A's credit file should be altered as Mrs A and Mr S were jointly and severally liable for the mortgage. It explained that its normal process was that if there were missed payments, any overpayments already on the account would be used to cover them. It would only be after the overpayments ran out that account would fall into arrears. It said Mrs A was provided with statements showing the transactions on the account.

However, TSB apologised for how long it took to deal with the complaint and her not receiving holding letters while it investigated. In recognition of the upset and stress this may have caused it paid £250 and a further £50 for any costs (calls, visits to a branch etc.) Mrs A may have incurred.

Later that month Mrs A arranged bridging finance for in excess of £1.3 million. This money was used to repay the TSB mortgage, buy Mr S' share of the property and complete some renovations to the house. In addition, the funds were to provide Mrs A the costs of arranging a rental property for herself, which she said was needed due to the problems the mortgage arrears had caused with her credit file.

Mrs A's solicitors contacted TSB around the same time and informed it that the complaint response letter hadn't been received, although it had received the compensation cheque that had been sent separately. A copy of the complaint response was sent to the solicitors and a second copy sent to Mrs A at her home address. TSB also confirmed the original copy of the complaint response had been returned to it unopened.

Mrs A didn't accept TSB's findings and said the failure to obtain her agreement to any payment arrangement was the initial cause of the difficulties she'd had because of the effect it had on her credit file. She said TSB should have obtained her consent to the payment arrangements from the end of 2017 and if she had known about the situation, she could have taken steps '*to secure her position*'. She highlighted that she'd made all other payments on time to avoid a negative credit rating. Due to the mortgage arrears Mrs A said couldn't obtain an alternative mortgage and had to arrange bridging finance to pay off the TSB mortgage.

Mrs A's letter was not responded to and nor was the correspondence from her solicitors emailed to TSB in March 2019. Despite responses being chased, none were received, and the complaint was referred to this service at the end of May 2019. In doing so Mrs A requested that her legal fees in dealing with TSB about the issues be paid and that the costs associated with the loans she'd needed to take out be refunded, as but for the incorrect information recorded in her credit file, the borrowing wouldn't have cost as much.

One of our investigators considered the complaint and recommended it be upheld in part. He concluded that TSB had been unaware of a marital dispute when Mr S had instructed it to use the overpayments to cover the mortgage payments. As such, TSB hadn't needed Mrs A's consent for this action and hadn't needed to write to her about it. However, as TSB had been told about a marital dispute in July 2017, it shouldn't have agreed to a payment arrangement in November 2017 without her involvement. Had it written to her about the situation, she would have had the opportunity to make the mortgage payments herself and thereby avoid negative information being added to her credit file.

The investigator recommended that TSB amend Mrs A's credit file to remove any mention of arrears up until she was sent the first arrears statement in January 2018 and it should pay her £150 for any upset or inconvenience this had caused her. Thereafter, Mrs A had been aware of the arrears and could have acted to mitigate any detriment to herself. As she hadn't done so, the investigator considered the record of the arrears accrued thereafter should remain on her credit file. He also considered the compensation payment already made was appropriate and should be maintained in the event Mrs A hadn't cashed the cheque TSB had sent her.

TSB accepted the investigator's conclusions. It confirmed that a cheque had been sent to Mrs A for the £300 it had offered, but if she hadn't cashed it, it would be replaced.

Mrs A didn't accept the investigator's view and said she thought her credit file should have all record of the arrears removed. She questioned whether the arrears notification of January

2018 had been sent and stated that TSB had failed in its duty to her before that. In addition, she said that she didn't think one letter was enough to draw her attention to the existence of arrears, when she hadn't previously been kept up to date on what was happening to the mortgage. It was stated the damage to Mrs A's credit file in addition, had already occurred before she was notified of the arrears, so TSB's failing to tell her about the payment arrangement from November 2017 prevented her from stopping that damage happening in the first place.

Furthermore, Mrs A believes that the arrears notification of January 2018 didn't contain enough information for her to act immediately to settle the arrears. She highlighted that when she had asked questions about the arrears, she hadn't been given a response. It was put forward it would be unfair to consider she should have dealt with the arrears without the answers to her questions. Mrs A also raised a new point; that she considered TSB communicating by letter was unreasonable and it should have communicated with her by email and/or telephone. She said that on numerous occasions her solicitors had called TSB to clarify matters, but no-one was able to assist despite TSB having invited Mrs A to call it if she had any questions about the arrears. Our investigator was asked to reconsider his conclusions about the amendment of Mrs A's credit file.

The investigator considered Mrs A's further comments, but they didn't alter his conclusion. He remained satisfied that Mrs A could have taken action in response to the arrears notification in January 2018. Mrs A remained unhappy with the investigator's view. She said that she couldn't understand how the earlier records of the arrears (November and December 2017) could be erased, but not the later ones; she said, '*if you kill the roots of a weed then the whole weed dies.*' She maintained that she considered TSB was responsible for the losses she had suffered.

As agreement couldn't be reached, it was decided that the complaint should be passed to an ombudsman for a decision.

Mrs A made further submissions about her credit file. She said the arrears being noted on the credit file was continuing to have an impact on her ability to obtain a mortgage and asked that TSB be told to remove the adverse records. She also provided a letter from a mortgage broker dated October 2019 (almost nine months after the TSB mortgage was redeemed), which said it had been unable to arrange a re-mortgage for Mrs A because of the TSB mortgage arrears on her credit file.

The investigator asked for some additional information. Mrs A confirmed that she didn't have the funds to clear the arrears when she became aware of them. She told us she concluded the only way she had of doing so was to sell the property. She said if she'd known about the arrears earlier, it would have been easier to clear them because the amount involved would have been smaller and her credit file wouldn't have been affected as badly. Mrs A provided a letter from a friend saying that the friend had lent Mrs A money to pay the legal bill for the divorce and would have lent more to pay the arrears on the mortgage too, had Mrs A asked. Mrs A went on to explain why she felt TSB's failures to keep her informed of what was happening with the mortgage meant it was responsible for everything recorded on her credit file and all the losses she'd incurred because of those records.

Our investigator considered Mrs A's further comments, but they didn't change his conclusions. He said that although TSB didn't respond to Mrs A's letter of May 2018 when it received a copy of it, Mrs A hadn't followed through with what she said she'd do – she made no attempt to make any payments toward the mortgage. The investigator wasn't persuaded

there was any evidence that Mrs A had been in a position to have addressed the arrears if she's known Mr S wasn't able to make the mortgage payments from November 2017. In the circumstances, TSB wasn't wrong to report the arrears.

Mrs A again didn't accept the investigator's opinion. She reiterated why she considered TSB was to blame for her financial losses. She requested that the complaint be referred to an ombudsman.

Mrs A made further comment having received further information, she said she thought that TSB should have placed a marital dispute marker on the mortgage account when it was told Mrs A and Mr S were living at different addresses. Had the marker been placed on the account when Mrs A thinks it should have been, it would have been in place before Mr S asked to use the overpayments to cover the monthly mortgage payments. She also said that this service should obtain and listen to her call with TSB in April 2016 (which is detailed above). She commented that it was troubling that neither a written record or a recording of the April 2016 telephone call was provided to her as part of her DSAR to TSB. Mrs A put forward that if the call recording couldn't be provided, we should find in her favour about the content of the conversation.

It was reiterated that Mrs A hadn't received the arrears statement of January 2018. She believed TSB should have made more effort to inform her about the arrears. It was also again highlighted that Mrs A should have been told about the payment arrangements that had been agreed. In response to the investigator's comments about Mrs A having made no attempt to pay the arrears or the ongoing mortgage payments, she believed he had ignored the numerous telephone calls, letters and emails sent by her and her solicitors requesting information about how the arrears arose. It was put forward that these communications were intended to be the first step in a dialogue with TSB to reduce the arrears by obtaining information to properly assess the situation. Mrs A said six attempts to communicate about the arrears had been made between April 2018 and when TSB issued its complaint response letter and fault must be found with it.

Mrs A also said she thought TSB should have actively contacted her to invite her to make proposals to clear the arrears when both the first and second payment arrangements were agreed. The marital dispute marker should have made TSB aware of the need to speak to both parties. Mrs A also said that the investigator had misunderstood her earlier comments about being able to pay the arrears in May 2018. It was a case of her being unable to pay the amount of arrears that had accrued by that time, but would have been able to clear the arrears in March 2018, had she been aware of them. No financial evidence was provided to support this statement, although Mrs A said she could have afforded to take over the monthly mortgage payments from her income. Alternatively, she said she could have taken Mr S to court to make him pay the mortgage or asked the court to make a family owned business increase the amount paid to Mrs A to allow her to pay the mortgage. In addition, she would have had the option to have borrowed the money from her friend or taken out a loan. She also questioned whether Mr S really couldn't have afforded to pay the mortgage in the months before his death.

On 11 June 2021 I issued a provisional decision setting out my conclusions about Mrs A's complaint and my reasons for reaching them. Below is an excerpt.

'I will firstly deal with the matter of when the marital dispute marker should have been added to the mortgage account. Mrs A has said she now believes TSB being told that she and Mr S were living at different addresses was enough for a marker to be added to the account. I

don't agree and I believe it would have been entirely inappropriate for TSB to have made any assumptions about the status of Mrs A and Mr S' relationship based on that single piece of information. Firstly, a couple having correspondence sent to different addresses doesn't necessarily indicate anything about the relationship – one might simply be living closer to a place of work. In addition, even if TSB had been aware the different addresses were because Mrs A and Mr S had separated and were divorcing, that doesn't mean the relationship was acrimonious and there was any form of dispute between them. It is for them to inform TSB if there were problems that might affect the running of the account.

Mrs A has said she told TSB that there was a marital dispute in April 2016 when she spoke to it. Unfortunately, there are no notes about the call from the time and TSB and the previous lender have been unable to locate the call recording. This is unfortunate, but given some time had passed when it was requested, it's not entirely surprising the call isn't still available. Mrs A has said this should mean that her recollections of the content of the call should be accepted. However, I need to take into account all evidence about the call available. The former lender accessed the call recording three months after it was made and discussed it with Mrs A. The contemporaneous notes from the second call detailed that there had been no mention of separation or divorce in the April call and that Mrs A had specifically been asked if there was a marital dispute, to which she had answered 'no'. Whilst a transcript of the call doesn't appear to have been sent to Mrs A as she requested, I'm not persuaded Mrs A would have left the matter in abeyance if she had disagreed with what she's been told.

As such, I am satisfied that TSB added the marital dispute marker to the mortgage account when it should have – in July 2017 when it was first told about the situation. As such, it did nothing wrong when it acted on Mr S' sole instructions to use the overpayments to service the contractual payments.

However, there was a marital dispute marker on the account when Mr S told it his deteriorated health situation meant he couldn't work and so his income had dropped significantly. So, TSB should have told Mrs A about the payment arrangement it had been asked to agree at the end of 2017.

Where a financial business has made an error, we will consider what we think likely would have happened had the error not occurred. In this case, that would mean Mrs A having been told in November 2017 that Mr A wasn't able to pay the mortgage.

I note that Mrs A has questioned whether Mr S was telling the truth about his financial situation at the time. It isn't possible to know whether Mrs A's suspicions are reasonable, given Mr S died from his illness slightly over a year later. That said, as there hadn't been any previous history of poor management of the account, it seems unlikely that Mr S lied to TSB about his financial situation, especially in light of the fact that not paying the mortgage would have the same impact on him and his finances, as it has had on Mrs A. As an individual running a family business, that impact could have caused significant difficulties. So, I am going to move forward on this case on the basis that Mr S told TSB the truth; that he was unable to afford to pay the mortgage.

It is always difficult to determine what would have happened in a hypothetical situation. I can't use hindsight when doing so. In this case I consider a good indication of the what would have happened, is what did happen when Mrs A did become aware of the situation. I consider this would have been in January 2018. Although Mrs A has said she didn't receive the arrears statement in January 2018, it was sent to the correct address and there is no evidence (as there was with the final response letter a year later) that it was returned to TSB

undelivered. Whilst some post does go astray, the majority is delivered when it is correctly addressed, as the letter from TSB was. As such, I think it more likely than not that Mrs A did receive that letter, although she may not have realised its importance at the time.

Mrs A has said the arrears statement in January 2018 wasn't enough to make her aware of the situation with the mortgage. I would agree that it would not have made her aware of the payment arrangement that had been agreed by TSB, but I don't think there is any doubt that the statement would have made her aware the mortgage wasn't being paid and money was owed. Mrs A was invited to telephone TSB to discuss the arrears and a put forward a plan to remedy the situation. She didn't do so.

Mrs A was sent a quarterly arrears statement from January 2018. I am aware that she was out of the country for a period between the first two statements being sent, but it was not until the end of May 2018 that Mrs A reacted to the situation. At that time, she wrote a letter asking questions and proposing to deal with the arrears herself, if TSB could give her three months to do so, but unfortunately the letter was sent to an incorrect address and it wasn't received by TSB.

I note that Mrs A has recently said by the time she attempted to contacted TSB about the arrears she was unable to deal with them because of the amount that had accrued. However, the amount was significantly less when she was first told about the arrears and she did nothing to address them at that point either. In addition, it appears that in May 2018 Mrs A thought she could afford to deal with the arrears and asked TSB to give her three months to put plans in place.

I note that Mrs A's firm of solicitors contacted TSB several times in 2018 to chase up Mrs A being given a response to her letter of May 2018. However, I note that TSB didn't receive Mrs A's authority to deal with the solicitors until December 2018 and Mrs A didn't contact TSB by telephone until October 2018. At that time, she complained about the impact the arrears had had on her credit file and complained about the situation, but again she made no offer to make any payments to the mortgage in the form of monthly payments or to address the arrears. It was the same when she telephoned TSB in December 2018.

I acknowledge that Mrs A didn't receive a response from TSB to her initial letter about the arrears, but neither did she contact it again with any offers to either deal with the arrears or to stop them increasing by making the mortgage payments. Mrs A has mentioned throughout her correspondence with this service and with TSB that Mr S had been ordered by the court to make the monthly mortgage payments. That may be the case, but the court ordering that to happen, doesn't alter the mortgage contract. It would also not affect how TSB would treat a customer in financial difficulties – if Mr S was unable to afford the mortgage payments, TSB couldn't have made him make those payments.

Having considered all of the evidence in this case, I am not persuaded that had TSB told Mrs A about Mr S' payment arrangement in November 2017, it would have made a difference to the situation. I am satisfied that no further monthly payments would have been made to the mortgage and arrears wouldn't have accrued.

As TSB and our investigator have explained, the mortgage is a joint account and so both parties are responsible for it. Lenders who report information to credit reference agencies have a responsibility to ensure that information is accurate, so it was appropriate for the payment arrangements and arrears to be reported to credit reference agencies by TSB and, reported against both Mr S and Mrs A's names, as they were both responsible for the

mortgage account. The court order didn't remove Mrs A's responsibility under the mortgage contract, including the need to ensure the contractual mortgage payments were made. In light of this, I don't consider TSB should alter the record of the mortgage arrears on Mrs A's credit file.

Although I haven't found that, had TSB made Mrs A aware of the payment arrangement in November 2017 it would have altered the situation thereafter, it is clear TSB made a mistake in not doing so. That mistake has clearly caused Mrs A upset and frustration. I agree with our investigator that TSB should pay Mrs A £150 in recognition of the effect its mistake caused.

TSB offered Mrs A £250 for upset its poor administration of her complaint, while it was investigating, and £50 for any communication costs she incurred because of that poor handling. That offer appears to be reasonable in the circumstances.

Mrs A has asked that TSB be required to pay her solicitors fees and the cost of the bridging finance because she was unable to obtain cheaper lending because of what TSB had reported on her credit file. As I haven't found TSB did anything wrong in relation to reporting on Mrs A's credit file, I am unable to find it responsible for any costs she incurred with the bridging finance.

As for solicitors' fees, I am again not going to require TSB to reimburse those costs. Whilst Mrs A may have chosen to communicate with TSB and this service through her solicitors, I am not persuaded the matter needed the involvement of solicitors.

my provisional decision

My provisional decision is that I only intend to uphold this complaint in part. If my conclusions remain the same after any further submissions from the parties, I will require TSB Bank plc to pay Mrs A £150 compensation for its mistake in not communicating about the payment arrangements from November 2017.'

TSB confirmed receipt of my provisional decision. It asked for clarification on whether it was required to make any changes to Mrs A's credit file, as had been recommended by our investigator.

Mrs A didn't accept my provisional decision. She said this was because of the reasons she'd already made before I considered the complaint. She provided a brief reiteration of those reasons and supporting documentation.

my findings

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

Mrs A said that it was not clear why I hadn't, as the investigator had, ordered TSB to alter her credit file for the period between November 2017 and January 2018. As I explained in my provisional decision, had Mrs A known about the monthly payments not being paid two months earlier than I am satisfied she did know, I wasn't persuaded it would have made a difference to whether the contractual payments would have been made. I concluded this as, even after Mrs A was aware the monthly payments weren't being made, no further payments were made to the mortgage. As such, the missed payments from November 2017 would

always have been missed and so should rightly be reported on Mrs A's credit file as a joint mortgagor.

As neither party have provided any new evidence or submissions, I see no reason to alter my conclusions about this complaint.

In response to TSB's request for clarity, I do not require it to make any alterations to Mrs A's credit file.

my final decision

My final decision is that I uphold this complaint in part. In full and final settlement of this complaint, I order TSB Bank plc to pay Mrs A £150 compensation for its mistake in not communicating about the payment arrangements from November 2017. Under the rules of the Financial Ombudsman Service, I am required to ask Mrs A to accept or reject my decision before 23 August 2021.

Derry Baxter
Ombudsman