

complaint

Mrs W complains about poor service and that TSB Bank plc gave her incorrect information about account switching.

background

Mrs W says that in early 2017 she tried to withdraw cash at a TSB branch. She was told that the branch didn't have any cash and was referred to another branch. She then went to the other branch some miles away, called telephone banking from that branch, and then left before withdrawing any cash, for health reasons. Later that same day she returned to the first branch she attended and was able to withdraw cash that time.

She also says that she was given incorrect information about eligibility for a bonus if she opened a new account. In general, Mrs W felt she had been given poor service, and that the branches had been short staffed which prevented her asking questions.

Mrs W complained to the bank about these issues. The bank said that it had checked with the first branch Mrs W attended and it didn't have a cash shortage. There wouldn't have been a reason to refer Mrs W to the other branch, particularly when another branch was closer. The bank said that while it didn't doubt her version of events, it was confident it had dealt with the situation correctly, and that she had been able to withdraw funds at the first branch she attended.

In relation to the bonus for opening an account, the bank said that it didn't think it had provided incorrect information.

Finally, the bank said that it appreciated that it wasn't ideal being unable to ask questions because the branch was short staffed and staff were helping other customers. The bank said that it did its best to meet customers' needs in those circumstances. It said that alternatively she could have booked an appointment or raised any questions she had with the telephone banking staff when she spoke to them.

Mrs W complained to us. Shortly after that, Mrs W told us that on another occasion she had to wait to obtain a cheque at a TSB branch as the person who did the cheques was not in. Mrs W had another appointment to go to, so she thought this was unreasonable. She spoke to the manager at the branch, who she thought was rude and had a poor attitude.

Our investigator thought that the service Mrs W received hadn't been as good as it should've been and she had been inconvenienced, but she didn't think TSB needed to do anything further.

Mrs W had been able to withdraw cash later that day, and she'd received a cheque as soon as the staff member was available.

In relation to the account bonus, our investigator thought that it was likely Mrs W had initially been told she was eligible, and then told she wasn't, as she'd already had a similar offer.

Overall, our investigator thought the service could've been better. But she didn't have any evidence that the experience caused Mrs W any significant impact or financial loss, so she wasn't recommending TSB take any action.

Mrs W asked for a decision from an ombudsman.

On 19 September 2017 I issued a provisional decision. My provisional findings were:

Mrs W feels generally that TSB has provided her with poor service, and she's complained about some specific examples of this. These include a branch having no cash, and having to wait to obtain a cheque.

I've thought very carefully about these parts of the complaint, but I agree with our investigator that the bank doesn't need to do anything further, for the same reasons. Mrs W was able to get cash from the branch later that same day and she was able to obtain a cheque after a short wait.

Our investigator didn't think that the bank needed to do anything more about the part of the complaint that concerned the account switching bonus of £125. But I am going to ask the bank to compensate Mrs W for its handling of her complaint about this. This is because the bank gave Mrs W incorrect information in its two responses to her complaint.

Mrs W says she was told she was eligible for a payment of £125 from the bank if she switched her account to it and then told she wasn't after she had opened the account.

The bank hasn't been able to locate any evidence concerning calls or visits to the branch by Mrs W to discuss the switch terms and conditions. In its two response letters to her the bank said that it was confident its staff had given her the correct information about the switch offer and that the reason she wasn't eligible for the bonus was because she already had a Classic Plus account with them.

I asked the bank to give me more information about the offer. And I can see from that information that having a Classic Plus account wouldn't have prevented her from being eligible for the bonus.

The bank now says that the reason Mrs W didn't qualify for the bonus was that she didn't open the account through a link from one of two third party advice and comparison websites. But that isn't the reason Mrs W was given.

Mrs W complained to us because she felt she had been given incorrect information about the switch offer. She didn't think that what the bank had said in response to her complaint was right. And I can see from her emails that she was quite distressed by this. So I think the bank should pay Mrs W £60 as compensation for her distress caused at least in part by the inaccuracies in its response letters. This is just under half the amount of the switching bonus, which seems fair to me.

I've thought about whether the bank should pay Mrs W £125, which is the whole of the switching bonus. But I can't be sure that Mrs W would have qualified for it, as the offer had a number of terms and conditions such as switching a certain number of direct debits and depositing a minimum amount in the account each month. So I don't think it would be fair to tell the bank to do that.

My provisional decision was that TSB Bank plc should pay Mrs W £60 for her distress due to the bank providing incorrect information to her. I asked both parties to let me have their comments before I made my final decision.

TSB wanted to clarify what I had thought were inconsistencies between its final response letters and its submissions to me. It said that Mrs W wasn't eligible for the bonus because the published conditions only allowed for one sole classic plus account. So the case handler who prepared the final response letters believed Mrs W wouldn't have been eligible because she would not have been allowed to open another Classic Plus account to accept the switch.

Mrs W responded by saying that she thought she should receive the whole of the switching bonus because she would've been able to qualify for it. She also said that she tried to complain at the second branch about having to travel there to withdraw cash but it said that she had to do so at the first branch. She mentioned that she was disabled, that the branch knew this, and that all that went wrong was unnecessary.

my findings

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

I'm afraid I'm going to have to disappoint both TSB and Mrs W, because having done so, I still think my provisional decision is the right one.

I've looked carefully at what TSB has said. I understand that TSB is confident that its staff wouldn't have provided Mrs W with incorrect advice about eligibility for the switching offer. TSB seem to think that Mrs W must produce hard evidence that she was misinformed by one of their staff before I can tell TSB to pay any compensation. I don't think this is the case as generally it won't be possible for customers to provide evidence of conversations in branch with bank staff. I also think it is at least possible that TSB staff gave Mrs W incorrect information about her eligibility for the offer. I expect banks to be confident in the competence of their staff, but it is possible for mistakes to occur.

I'm afraid that TSB's latest response hasn't persuaded me that Mrs W shouldn't be compensated. TSB have now said that Mrs W wasn't eligible because she already had a Classic Plus account when she opened another one for the bonus, and customers are only allowed one Classic Plus account. I've looked at the TSB website and I can see that it says that a customer is restricted to one Classic Plus account in their sole name. But it also goes on to say that if a customer has more than one Classic Plus account in their name the bank may convert it to another type of account but that it will give at least two months notice before it does this.

Mrs W opened the Classic Plus account that this complaint is concerned about on 22 February. And she closed another Classic Plus account on 27 February. So it does seem that Mrs W had two Classic Plus accounts at the same time. But as far as I can tell from the bank terms and conditions, both accounts were Classic Plus Accounts until the bank gave her notice that it was being converted to another account. So I don't agree Mrs W was ineligible for this reason.

The bank also said that Mrs W didn't open the account through one of the third party websites as she was required to do to be eligible for the bonus. Mrs W says that she did. Mrs W also says she could've met the other criteria. But since Mrs W closed the account, I can't be certain that this is the case. Because of this, I haven't asked the bank for evidence as to how the account was opened, as it won't make a difference to my decision.

Taking all of this into account, I still think that my provisional decision that TSB should pay Mrs W £60, being just under half the switching bonus, is fair and reasonable.

I understand that Mrs W is still unhappy about the other elements of her complaint. I appreciate that Mrs W is disabled and that she feels the bank's customer service and handling of her complaints has been poor. But I don't think she has given me any new information that means I need to change my conclusions on the other elements of her complaint.

my final decision

My final decision is that TSB Bank plc must pay Mrs W £60.

Under the rules of the Financial Ombudsman Service Mrs W to accept or reject my decision before 4 December 2017.

Helen Wheatley
ombudsman