

## **The complaint**

Mr S complains that TSB Bank plc did not activate his account when they told him that they had.

## **What happened**

Mr S lives overseas. He held a joint account with TSB with his late wife. The account hadn't been used since 2011, so the account became inactive. Mr S contacted TSB in 2017 to see how the account could be made active again. TSB informed him of the documents that he needed to send them to do so.

Mr S says that he sent all of the required documents to the branch to make the account active. He received a letter from the branch manager, dated 22 January 2020. The letter explained to Mr S that his account was active. The letter also explained that Mr S was able to transfer funds internationally, using online banking, however, this had to be done on the desktop site rather than the mobile application.

Despite this correspondence, Mr S says that he was still unable to access his account and he was urged to attend the branch in person with identification. This wasn't possible or practical for Mr S, living overseas, during a pandemic, so he contacted TSB on their international telephone number, but he says he kept getting disconnected after several minutes.

Mr S raised a complaint with TSB, who did not uphold his complaint. TSB said that they had no evidence Mr S contacted the branch and provided the identification that they needed to make the account active and there were no notes on his account that he had tried to contact the branch. TSB said he would need to visit a branch in order to activate his account.

Mr S brought his complaint to our service. Our investigator upheld Mr S's complaint. He said that it's clear that TSB has made errors along this process. He said that TSB emailed Mr S instructions of how to change the account to a sole account and they told him the account was later active. Our investigator said that although the branch manager who wrote Mr S saying his account was active made a mistake and meant to say his account was open, this doesn't explain why the letter advised him how to make an online international transfer if the account wasn't open.

Our investigator concluded that on the balance of probabilities, that Mr S had sent the certified documents. He also said that TSB could have done more to help Mr S instead of asking him to visit a branch when he lived overseas at the height of the pandemic. Mr S had problems reaching TSB on the phone and when he did receive a response from TSB he was incorrectly told that his account was active. Our investigator thought it would be fair for TSB to pay Mr S £450 for the distress and inconvenience the events had on Mr S.

Mr S asked for an Ombudsman to review the complaint. He said the minimum compensation that he is looking for is 12% of the value of his account as he would have used the money to pay it into his superannuation fund and costs for his time and telephone costs.

As my findings differed in some respects from our investigator's, I issued a provisional decision to give both parties the opportunity to consider things further. This is set out below:

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

*I've considered what both parties have said about Mr S sending the required certified documents to the branch. When it comes to complaints where it's one word against another, I have to consider the evidence available to me. I then have to weigh the evidence against the balance of probabilities, that is, what's more likely to have happened in the circumstances.*

*I'm persuaded that Mr S did send the documents. I say this as Mr S was able to provide us with a letter that the branch manager sent him. The letter stated that his account is active. As Mr S had been told previously what he needed to send TSB to activate the account, I'm persuaded on the balance of probabilities that he did send the requested certified identification at some point, otherwise the response from the branch manager would be likely to be significantly different.*

*I say this because Mr S was already aware the account was open. So if the branch manager had meant to say on the letter she sent Mr S that his account was open, it would make little sense to tell him how to make international transfers if she knew the account was inactive. I could understand if she made a mistake in the letter and then later in the letter informed Mr S the steps he needed to take to make the account active, but the letter doesn't state this. I'm satisfied from the contents of the letter that the branch manager created the expectation for Mr S that his account was active and that he could make an online transfer. I agree with our investigator that TSB should have done more to enable Mr S to access his funds earlier.*

*I've then considered the amount of compensation Mr S has asked for. Compensation is a discretionary remedy that we sometimes award if we feel that a business has acted wrongfully and therefore caused distress and inconvenience to their customer over and above that which naturally flows from the event. When we recommend compensation, it is often modest and within our established guidelines.*

*I've considered what Mr S has said about paying this money into his superannuation. But I can't hold TSB responsible for the returns this may or may not have generated if he could have accessed his funds from when the branch manager wrote to him. Our compensation aims to recognise the impact the inconvenience and distress would have on Mr S and it wouldn't be based on investment returns.*

*I've considered what Mr S has about being compensated for his time and phone calls. But there would always be an element of time being spent to bring a complaint. But I am persuaded that Mr S was inconvenienced by the actions of TSB. And it will have been distressing to him to find out that his account wasn't active when he had been told by a branch manager that his account was active, especially as he had problems with being disconnected on the phone when he tried to speak to TSB about this issue.*

*So in considering what would be a fair and reasonable amount of compensation, I do agree with our investigator that £450 would be reasonable. I'm persuaded that this takes into account the impact that TSB's errors had on Mr S. I say this as when Mr S tried to discuss this on the phone, he says the line was disconnected, so when he received the letter from the branch manager, informing him the account was active, only to find out later it wasn't then I'm persuaded that this would have been distressing for Mr S.*

*His account was inactive for a significant period of time after being told that it was active and*

*he was told to go into a branch despite him living overseas, during the pandemic. He was then inconvenienced further by having to send through the required documentation, when I'm persuaded that on the balance of probabilities he sent this to the branch in the first instance, after he was informed in late 2017 of what he needed to do to make his account active. So I intend to ask TSB to put things right for Mr S."*

I invited both parties to let me have any further submissions before I reached a final decision. TSB accepted my provisional decision. Mr S responded, but he didn't say whether he accepted the provisional decision or not.

### **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.

As neither party have provided me with any further information to consider, then my final decision and reasoning remains the same as in my provisional decision.

### **Putting things right**

In my provisional decision I said I intend to ask TSB Bank plc to pay Mr S £450 for distress and inconvenience. I'm still satisfied this is a fair outcome for the reasons given previously.

### **My final decision**

I uphold the complaint. TSB Bank plc should pay Mr S £450 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 4 May 2022.

Gregory Sloanes  
**Ombudsman**