

The complaint

Mr S complains that TSB Bank plc ('TSB') should pay more compensation than offered so far for its admitted poor service when he tried to open an account and to reflect the way it handled his complaint about what happened.

What happened

Mr S was unable to complete an online application to open an account due to a technical issue. TSB was unable to resolve this when he first called, prompting Mr S to complain. A number of phone calls followed, which left Mr S feeling confused and frustrated about what was happening. One particular call was terminated by TSB and this led to Mr S raising a further complaint as he felt the call handler was '...snappy and ...had a disgraceful attitude'.

In brief summary, TSB admitted that the service provided to Mr S fell below the level he was entitled to expect when he had problems opening an account online. TSB apologised and sent Mr S a £50 cheque to compensate him for the distress and inconvenience caused by the technical issue he'd encountered. TSB completed the process of opening the account. It said it was sorry to hear that Mr S was unhappy with the way he'd been spoken to on the phone and appreciated that he hadn't wanted to share information. But TSB said the call handlers he spoke to had asked for information in order to try and assist and didn't uphold this part of his complaint.

Mr S didn't feel that TSB had considered or addressed all aspects of his complaint and he brought his complaint to us.

One of our investigators looked into his complaint. In relation to Mr S' complaint about the technical issue which prevented him opening his account, she thought that TSB had done enough to put things right. But, relying substantially on what Mr S said about his experience of calls he'd had with TSB, she thought TSB needed to do more to put things right. She recommended TSB should pay Mr S an additional £100 compensation in respect of distress and inconvenience – bringing the total redress amount to £150.

TSB accepted this recommendation. Mr S, however, didn't agree with the investigator's proposed settlement. He sent in detailed representations setting out his concerns about the way the investigator had approached the complaint. In very brief outline, he strongly believes that TSB has been obstructive and tried to cover up repeat failures and breach of duty by its staff.

Mr S has asked for an ombudsman to review the complaint, so it has come to me to decide.

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.

I've carried out an independent review and having done so, I've reached the same conclusion as our investigator.

Whilst I appreciate how strongly Mr S feels about everything that happened, I've approached this complaint in a way that reflects the informal service we provide. My role is to consider the evidence presented by the parties and reach an independent, fair and reasonable decision based on the facts of the case and the evidence provided by both sides. I may not address every single point or question raised and I've summarised much of what Mr S has said in my own words. But it doesn't mean I haven't considered all the evidence and what's been said – it just means I haven't needed to specifically refer to everything in the same detail as Mr S in order to reach a decision in this case. In my decision, I will focus on the key issues that affect the outcome of this complaint.

The technical fault that prevented Mr S being able to open his account

TSB accepted that its account opening process didn't work as well as Mr S was reasonably entitled to expect. But I think it's fair to say that technical issues are to be expected from time to time when operating online. Mr S didn't lose out in money terms because TSB was able to set up the account for him online in time for him to qualify for its offer and he's since been using the account successfully.

Nonetheless, fair compensation is about more than just financial loss. I can understand that the difficulties Mr S had were inconvenient and frustrating for him, especially as he was hoping to take advantage of a time limited offer and TSB couldn't straightaway resolve the technical issue. Mr S needed to open his account before the deadline date to benefit from the terms of the offer so it would've been an anxious time for him.

All in all, I think the £50 cheque that TSB sent Mr S fairly reflects the extent and impact on him of this poor service.

Mr S' phone calls with TSB and the way it handled his complaint

I appreciate that Mr S feels that TSB should be able to provide call recordings of all his discussions with staff. But TSB has explained that apart from the recording provided, other calls either can't be located as he called in from a withheld number or TSB staff called out from lines that aren't recorded. That seems reasonable to me.

Where there's conflicting information about what happened and gaps in what we know, my role is to weigh the evidence we do have and decide, on the balance of probabilities, what's more likely than not to have happened.

It seems to be agreed by both parties that these calls were mainly unproductive. TSB wasn't able to deal effectively with the issues Mr S wanted it to. One particular (unrecorded) phone call was clearly particularly difficult for both parties – TSB terminated that call and Mr S complained about the call handler's manner and attitude.

I've listened to the call recording that TSB has been able to provide. This gives me some insight into the difficulties the parties were having reaching any common understanding or agreement and how frustrating and stressful Mr S found this whole experience. I sympathise. And, like our investigator, I think the way TSB dealt with Mr S on the phone made this an unnecessarily stressful experience for him.

It didn't help that there was a mis-match between the date of the covering letter enclosing the cheque TSB sent him and the issue date on the cheque. But I think this most likely reflects TSB's administrative process and it makes no difference to the outcome of here.

TSB accepts that it should pay additional redress to reflect fairly the shortcomings there were in the overall service provided to Mr S, as recommended by our investigator.

Our approach to redress is to aim to look at what's fair and reasonable in all the circumstances of a complaint. My starting point here is to think about the impact on Mr S of the way TSB handled his phone calls.

I consider that Mr S has been caused upset and suffered significant inconvenience during the course of his dealings with TSB on the phone. From what I've heard and seen, and keeping in mind what Mr S says, I think he often didn't understand TSB's line of questioning or what was happening. He told us he found dealing with TSB in connection with this matter very stressful.

The £150 overall figure suggested by the investigator matches the level of award I would make in these circumstances had it not already been proposed. I am satisfied that the way TSB handled matters, as described above, caused Mr S significant distress and inconvenience. I consider that the £50 TSB has sent already is insufficient in these circumstances.

I think £150 is more in line with the amount this service would award in similar cases, and fair compensation for Mr S in his particular circumstances.

I have set out below the steps TSB is required to take.

Putting things right

TSB should pay Mr S £150 compensation in total to reflect the extent and impact on him of its poor service.

If Mr S has already cashed the £50 cheque TSB sent him previously in connection with this complaint, TSB can set off this amount against my award – so in effect, it would be required to pay Mr S the further sum of £100.

If Mr S still hasn't cashed the £50 cheque TSB sent him previously, and this is now out of date and cannot be presented for payment, then TSB should pay the full amount of my award to Mr S.

My final decision

I uphold this complaint and TSB Bank plc should take the steps set out above to put things right.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 12 September 2024.

Susan Webb
Ombudsman