

The complaint

Mr C complains on behalf of himself and Mr A that, having booked a video appointment to open a joint savings account, TSB Bank Plc cancelled the appointment at the last minute, causing them inconvenience.

What happened

On 14 January 2024, Mr C contacted TSB via its online chat facility. He requested a video appointment to open a joint savings account. The appointment he selected was between 8:00 and 10:00 am the following day. He was told that he would be advised whether the appointment could be confirmed on the following working day.

On that day, at 7:20 am, Mr C was contacted by an agent on the online chat. He was told (wrongly) that to open a joint account both parties would have to visit a branch. Mr C said he was expecting to do this by video. The agent then acknowledged this and offered a video appointment for 22 January. Mr C said he was expecting an appointment on the day he selected and he and Mr A had made arrangements to be present and he couldn't make the revised appointment. He was told it wasn't possible for the video appointment to take place that day.

Mr C complained to TSB. It said he had been given the wrong information that he couldn't open a joint account through a video appointment. It credited his account with £30. It did not think it had made any error in respect of the arranging of the appointment. It pointed out that he had been told whether the appointment would be confirmed on the following working day.

On referral to the Financial Ombudsman Service, our Investigator said that she thought that TSB had awarded reasonable compensation. The only bank error she could see was the incorrect information provided regarding having to go to a branch, but this was resolved within the chat.

Mr C did not agree, and the matter has been passed to me for an Ombudsman's consideration.

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 have reviewed the online chat. This commenced at 11:00 pm on 14 January (a Sunday). Mr C was not communicating with a live person, rather with a "chat bot". He was invited to select an appointment, which he did for between 8:00 and 10:00 am the following day. He received a response which said:

"Thank you, our experts work Monday to Friday 8am - 5:30pm. We'll do our best to meet your preferences and confirm in this chat on the next working day, before sending you an email with confirmation of your appointment."

At 7:20 am the following morning Mr C was contacted by a live agent. Initially he was told that he would need to come into the branch to open a joint account. When he replied that he was expecting a video appointment, the agent told him that they would book such an appointment. However he was told that the appointment could not take place that morning. Mr C said he could not attend the suggested appointment of 22 January and the agent cancelled it.

I have noted that Mr C says it caused him and Mr A inconvenience in having to arrange their availability. I have however considered what was fair and reasonable for TSB to do. Firstly I think it reasonable for the online chat to provide appointments. Secondly, whilst Mr C selected his preferred appointment, it was not guaranteed by TSB, which said it would be confirmed on the next working day. I think that at the first opportunity it contacted Mr C. I appreciate that the agent told him in error that he would have to visit the branch, but that error was corrected in the same chat. He was told his preferred appointment was not available. I think that TSB paid a fair and reasonable amount of compensation in respect of the agent's initial error.

So while I appreciate that Mr C was given short notice of the appointment not going ahead, this was because he had only arranged it at 11:00 pm the night before. I think that TSB acted fairly and reasonably.

My final decision

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Mr C to accept or reject my decision before 17 June 2024.

Ray Lawley
Ombudsman