

## **The complaint**

Mr W is unhappy that TSB Bank plc haven't reimbursed him as much money as they should.

## **What happened**

Approximately twenty years ago, Mr W made a reimbursement claim against TSB but wasn't happy with the result.

In April 2023, Mr W received a reimbursement cheque from TSB which Mr W believed related to his claim 20 years earlier. But Mr W didn't feel that TSB had reimbursed him enough money regarding that claim, so he contacted them about it. This resulted in Mr W receiving a second cheque from TSB for a larger amount of money. But Mr W still didn't feel that this further reimbursement amount was correct, and so he raised a complaint.

TSB responded to Mr W and explained that the reimbursements were for interest that had been incorrectly charged in 2013, and that the two cheques related to the two different TSB accounts Mr W had held at that time. TSB also confirmed that the reimbursements included additional interest calculated from 2013 to the date of reimbursement, and that they were satisfied that the two calculations – and the corresponding cheques – were correct. Mr W wasn't satisfied with TSB's response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they felt that TSB had calculated the reimbursements correctly and so didn't uphold the complaint. Mr W remained dissatisfied, so the matter was escalated to an ombudsman for a final decision.

## **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.

In his correspondence with this service, Mr W has made reference to a claim he made to TSB approximately 20 years ago. And Mr W has indicated that he believes that the reimbursements he'd received from TSB relate to this two-decade old claim.

I can confirm to Mr W that this isn't the case. Rather, the reimbursement cheques that he's received are in relation to events that took place in 2013. And Mr W has received two cheques from TSB because he held two accounts with them at that time.

Specifically, TSB have explained that Mr W's TSB credit card fell into arrears in March 2013. TSB agreed a repayment plan with Mr W at that time to bring the account out of arrears. And because Mr W's credit account was in a repayment plan, no interest should have been incurred on the account.

But after a recent historical review of Mr W's old accounts, TSB noticed that they did charge interest on the credit account while the repayment plan was in place in 2013. And they also applied an overlimit charge to Mr W's account when the reason his account went overlimit was because of the interest they had incorrectly applied to the account.

Because of this, TSB tallied up the total interest and the overlimit charge that fairly shouldn't have been incurred on the account in 2013, and this combined amount came to £303.06. TSB then applied 8% interest on that amount from 2013 until the date of reimbursement in April 2023, which increased the total amount to £483.69 – which is the amount of one of the cheques they sent to Mr W.

TSB also noticed that in 2013 they had deducted funds from Mr W's current account to cover his credit account payments, which could have resulted in Mr W's current account becoming overdrawn and incurring interest. And TSB calculated that they needed to reimburse £86.22 to Mr W in relation to his current account, to which they then applied 8% interest until the date of reimbursement in April 2023, and which took the reimbursement for the current account to £141.56 – the amount of the other cheque that they sent to Mr W.

I've reviewed TSB's calculations, and I'm satisfied that they're correct. This includes the application of 8% interest to date, which is what this service would generally instruct a reimbursing business to include. As such, I'm satisfied that TSB have fairly reimbursed Mr W for the incorrect interest and charges he incurred in 2013 on both of his accounts. And I hope I've been able to clarify exactly what the two reimbursement cheques relate to – which to reiterate, wasn't anything to do with a claim that Mr W made approximately 20 years ago.

Finally, I must also explain that I'm unable to consider any of the events that took place, either 20 years ago, or in 2013. This is because the rules by which this service must abide, as per the Dispute Resolution (DISP) section of the Financial Conduct Authority (FCA) Handbook, include that this service can't consider events that took place over six years ago. And this means that I can only consider whether I feel that TSB have calculated their reimbursements fairly – which as explained above, I'm satisfied that they have.

It follows then that I won't be upholding this complaint against TSB or instructing them to take any further or alternative action here. I hope that Mr W will understand, given what I've explained, why I've made the final decision that I have.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 4 January 2024.

Paul Cooper  
**Ombudsman**