

## **The complaint**

Mrs D complains that TSB Bank plc failed to complete her switching application and failed to make reasonable adjustments for her disability when she tried to complain about it.

## **What happened**

Mrs D has a disability in that she has difficulty speaking due to a medical condition and a recent operation. She made an application to switch her account to TSB in October 2022. She opened a TSB account using the switch from her other bank (there was a £180 incentive). Some time later she had a text saying it hadn't worked and to call the switching team at TSB. She went online and everything required a call, with no email address provided. She couldn't find a way to get an answer without having to call. She wrote to TSB and, online, filled in a 'Lending Decision' which guaranteed a response within 3 days. However she got no response.

A month later she went into her local branch of TSB. With difficulty, through a whisper and paper notes she managed to explain the issue. She felt that the first person fobbed her off – saying there's an email address on the website, which there isn't. The second person gave her the manager's email address. He called her, and called her again telling her she must call him. Her email went unanswered until she said how infuriating it was not to be able to speak and to be told it is easy to get in touch, just by talking to TSB.

Mrs D made a complaint to TSB that it had failed to make reasonable adjustments for her disability. Initially TSB paid her £50 compensation, but after she persisted, it looked at the switching application and said that it couldn't see whether the error with the account number was Mrs D's or TSB's. It nevertheless offered to pay her £180 being the maximum she would have received on completing a successful switching of her account, together with a further £100 to reflect the difficulty she experienced making her complaint.

Mrs D didn't accept the further offer of payment as she didn't believe that things had changed so far as her access to TSB was concerned

After referral to the Financial Ombudsman Service, TSB said that it had advised Mrs D that as a new customer it hadn't had the opportunity to record any service needs or tailored support she may require from it. It said that if she needed it to work with her differently, because of a physical or mental wellbeing need, she could get in touch online, over the phone, or in one of its branches. It asserted that she had not told it or made it aware of what her disabilities are. It said if she cannot speak verbally, she can still phone and use the BT RelayUK (text talk) or SignVideo services. It also pointed out an accessibility page on its website.

Mrs D pointed out that TSB had not previously provided her with information about the telephone services. She felt that she had made it aware of her needs when she visited the branch. She still feels that TSB's services are not accessible to her if she wishes to raise a complaint or query and that it should provide all customers with an e-mail address on its website.

Our Investigator reviewed Mrs D's complaints but thought that TSB's total offer of payment of £330 was fair and reasonable.

I issued A provisional decision. In it I said that TSB should increase the award for compensation to £400 and it should pay, as previously offered, the switching incentive of £180. Taking into account the £50 already paid I said it should pay be further £530.

Mrs D advised that she was happy with my provisional findings.

TSB made no response to those findings.

### **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 set out below my provisional findings, in italics:

*"Mrs D has complained that TSB has failed to make reasonable adjustments for her. In other words, that it has failed in its duty to make reasonable adjustments under the Equality Act 2010. I've taken the Equality Act 2010 into account when deciding this complaint – given that it's relevant law – but I've ultimately decided this complaint based on what's fair and reasonable. If Mrs D wants a decision that TSB has breached the Equality Act 2010, then she'd need to go to Court.*

*As Mrs D was a new customer, TSB says it didn't have a chance to make appropriate arrangements in respect of her disability. But I should remind TSB that the duty to make reasonable adjustments is something it needs to anticipate, not just seek to make them when confronted with a particular customer's needs. Thus if it was obvious the customer had a particular need (as I think it would have been here) the members of staff should have known what systems it had in place to help her communicate. Giving her the manager's email address to write to was a good first step. But her difficulty with speaking clearly couldn't have been relayed to the branch manager, resulting in him asking her to contact him by phone. I also think TSB should have at that stage advised her about accessibility options. As I've noted, TSB didn't in its final response letter tell her about the RelayUK or SignVideo options, only advising our Investigator later about this.*

*I've looked at the website and though there are plenty of options for getting answers to queries, it does appear that in order to make a complaint online or to do an online chat the customer needs to have the TSB banking app, which a new customer might not yet have. I do think that the problems Mrs D experienced go back to the text she received from the switching team asking her to call them, without seemingly providing any other option. It was only through Mrs D's tenacity that she managed to get her concerns heard.*

*On the question of the switching application, I note that TSB couldn't say whether it or Mrs D was at fault here. Nevertheless I do think it provided an appropriate solution by offering the £180 which she would have earned as a switching incentive.*

*On the question of compensation, I think Mrs D had a poor experience aggravated by having to explain that she couldn't be contacted over the phone. Whilst in a customer service environment, phone calls are rightly seen as being a quick way to sort matters out, I think Mrs D's experience shows that insufficient thought was given to customers who might have a speech or hearing disability. So what should have been a simple issue to resolve turned out to be a difficult and distressing issue for Mrs D.*

*Overall, from what she tells us, I think that the issues Mrs D had, had a distressing impact on her. For the way TSB handled her complaint not initially taking into account her disability issues, the total payment it has offered and paid is £150. I think it should pay a further £250*

*(so a total award of £400 for distress and inconvenience). An award in this range might be fair where the impact of a business's mistake has caused considerable distress, upset and worry – and/or significant inconvenience and disruption that needs a lot of extra effort to sort out. On top of the £180 it agreed to pay a further £100, so it should pay this and an additional £250, a total of £530.*

*I note what Mrs D says about being provided with an email address on TSB's website – I think that's a matter for TSB to decide."*

As Mrs D has advised she's happy with my provisional findings and TSB has made no further comment, those findings are now final and form part of this final decision.

### **Putting things right**

TSB should pay £530 (on top of the £50 already paid).

### **My final decision**

I propose to uphold the complaint and to require TSB Bank plc to provide the redress set out under "Putting things right" above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 2 February 2024.

Ray Lawley  
**Ombudsman**