

## The complaint

Mr and Mrs H complain that TSB Bank plc failed to advise them of their overpayment allowance on their mortgage within the 5 working days promised in the bank's reply to the online enquiry they made on 9 January 2023. Mr and Mrs H have lost confidence in the bank because of this repeat error and want to leave the bank without having to pay an early repayment charge ("ERC").

## What happened

Mr and Mrs H have a mortgage account with TSB and made an online enquiry on 9 January 2023 as to their overpayment allowance for that year. They then received an autoreply saying that "We'll *let you know what your remaining allowance is by email within 5 working days*". TSB sent it by post and Mr H and Mrs H received it on 18 January. As Mr and Mrs H had heard nothing for a week from their enquiry they called TSB. The TSB member of staff that Mr H spoke to denied there was a commitment by the bank to respond by email. Mr and Mrs H sent TSB a complaint about being lied to. Having heard nothing back from TSB, a week later Mr and Mrs H sent TSB a letter looking for a response. TSB sent Mr and Mrs H a letter dated 31 January apologising for giving Mr and Mrs H incorrect information on 18 January and saying that TSB sent Mr and Mrs H a letter within five days of the original request. But this letter wasn't received by Mr and Mrs H until 18 January. Mr and Mrs H noted that TSB failed to respond within the same timescale last year and this was a repeat failure. TSB apologised and offered £50 by way of compensation.

Our investigator's view was that TSB had made a reasonable offer of compensation in the circumstances. Mr and Mrs H disagreed saying in summary that it's unacceptable that TSB failed two years running, TSB hasn't supplied a copy of a call when Mr H says he was told he was wrong, TSB's reputation has been irreparably damaged in Mr H's eyes and having lost all trust in TSB they would like to leave it without paying an ERC.

## 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.

The issue that brought this complaint is that Mr and Mrs H wanted to know what overpayments they could make, were told that they would have that information in five days by email and it came a few days later by post. I'm told this happened before. Added to this was Mr H's annoyance when he had a call with a TSB representative and was told he was wrong for saying that the response would be by email within five days when in fact he was right. Mr H has asked but not got a copy of that phone call. As a result of this and the previous incident Mr and Mrs H want to leave TSB without paying the ERC.

Mr H has asked me to consider it from his perspective. Indeed, in coming to a decision as there is an admitted service failure I should look at the impact on Mr and Mrs H. I can see that Mr and Mrs H hoped for a reply within five days by email. They didn't get it that way, but it came a few days later by post. I can imagine that was annoying, but I don't consider that the time delay was a major inconvenience. It related to the amount of the 10% overpayment

allowance which Mr and Mrs H didn't immediately utilise. They obviously wanted to know what it was for their financial planning, but I can't see that short delay in obtaining that information had any adverse financial impact on them. The important thing I imagine was to get the information within a reasonable period which occurred. The phone call I would also consider annoying with the TSB staff member disputing what Mr H had seen, namely that the system told him he would get a response to his request within five days and by email. The TSB adviser said he was deeply sorry for the error and gave a reasonable explanation as to how it arose.

Because TSB agrees with Mr H that there was a service failure I don't consider that I require to listen to this call. Errors do happen and sometimes are repeated. TSB has accepted it made a mistake, apologised, and paid compensation. There is no financial loss to Mr and Mrs H. Mr and Mrs H would like to move from TSB without paying an ERC. But this isn't a fundamental breach of contract by TSB that would justify that. It's an annoying error, even if repeated, that warrants an apology and appropriate compensation both of which TSB has offered. I do not require TSB to do anything further.

### **My final decision**

TSB Bank plc has already paid Mr and Mrs H £50 to settle the complaint and I think this offer is fair in all the circumstances. So, I don't require TSB to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to accept or reject my decision before 11 December 2023.

Gerard McManus  
**Ombudsman**