

## **The complaint**

Mr Y complains that TSB Bank plc unfairly recorded adverse information with credit reference agencies (CRAs), following a missed payment on his loan account.

## **What happened**

Mr Y holds a personal loan account with TSB. For context, Mr Y also holds a credit card account with TSB, and a current account from which the repayments for this loan are serviced.

Mr Y's loan account, as with most loans, requires Mr Y to make monthly repayments towards his account balance. In November 2024, Mr Y's payment didn't go through when TSB attempted to claim it by direct debit. TSB tried to claim the payment again, around 10 days later, but the payment was again returned as unpaid.

There were further late payments in December 2024, and January and February 2025, however it seems these payments were caught up within the same month and don't appear to have impacted Mr Y's credit file.

In early 2025, Mr Y complained. He said he's unhappy TSB recorded adverse information against his credit file for the missed November payment. He said he makes his loan repayment by direct debit from his TSB current account, but a block placed by TSB, meant that his November payment didn't go through. He said it's unfair for TSB to record adverse information against his loan account, when it was their block that had caused the issue. He said this issue is now impacting his ability to take out a mortgage.

TSB responded. They said there had been no errors on their part, and despite any blocks, Mr Y still had a responsibility to maintain his repayments. Equally, TSB said that they are required to report factual information to CRAs, and, as Mr Y's November's payment was missed, they were satisfied that they were right to report it as such.

Unhappy with TSB's response, Mr Y brought his complaint to our service.

An investigator considered Mr Y's complaint but didn't recommend it be upheld. She said despite understanding Mr Y's position, she couldn't see that there had been any error on TSB's part; and she was satisfied that the information TSB were reporting to CRAs was a true reflection of the loan's account status.

But Mr Y remained unhappy. So, as the parties are still in disagreement, the case has been passed to me, an Ombudsman, 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.

Having done so, and while I accept this may be disappointing for Mr Y, I've reached the

same conclusions as the investigator, and for broadly the same reasons.

I'd like to note, that while I make mention of Mr Y's TSB credit card and bank account, this information is provided purely for context, and I make no finding on any complaint that Mr Y may have about those products within this decision.

As I've set out above, Mr Y, having taken out a personal loan account with TSB, was required to maintain monthly repayments towards his agreement. Mr Y had chosen to do this by making automated direct debit payments via his TSB current account.

A restriction was placed on Mr Y's TSB current account, and as a result, his November 2024 payment failed to go through. So, TSB wrote to Mr Y on 5 November, explaining that he had missed a payment, and that they would attempt to take it again in around a week. They also explained that missing a payment may affect Mr Y's credit rating.

TSB attempted to take the payment again, but were unable to - presumably due to the account restriction in place - so they wrote to Mr Y again. They explained that it was important that Mr Y make his payment as soon as possible, and they set out alternative ways he could pay. They also explained that the longer Mr Y took to pay, the more interest he'd pay on his loan overall. They set out again, the impact a missed payment could have on Mr Y's credit file.

Mr Y has argued that had it not been for the restriction TSB placed on his bank account, the payment would have gone through. While this may be the case, TSB had their reasons for doing this, and it's not my place, within the context of this decision, to say whether or not that was reasonable of them. But the fact remains, as TSB have rightly pointed out, that Mr Y's obligation to maintain his repayments, despite the account block, still remained.

I appreciate it must have been frustrating for Mr Y to have realised that his linked bank account had been blocked, and that this was impacting his ability to make his repayments. But it seems, from the evidence provided, that Mr Y did have another account from which he could make his repayments. And I can see that he did so in the later months when his payments didn't go through. So, I'm satisfied that there were other methods available for Mr Y to make his repayments, despite the restrictions placed on his main account.

Mr Y, has in his submissions, spoken about attempts he made to try and make his November payment. But it's not clear, from the evidence provided, what attempts, outside of the direct debit, were made for November 2024. So, I asked the investigator to reach out to Mr Y, to ask him to provide more information on how he tried to pay.

I can see the investigator wrote to Mr Y on 1 September 2025, with a deadline of 9 September 2025 to provide this information, but nothing was forthcoming. I can also see that she reached out again on the 9 September requesting Mr Y provide further evidence by 12 September, but again nothing was received, and no request was made for an extension.

The investigator made it clear, in their communications to Mr Y, that in the absence of further evidence supporting his claims, that we would complete our work on the case based on the evidence on file. So, as no further evidence has been provided, I've concluded my findings based on the evidence I do have.

I understand the reason for Mr Y's frustration. He had a direct debit in place to make payments towards his loan, and, from what he's told us (and while I haven't verified this), there were sufficient funds in this account in order for the repayments to be made.

But, as the investigator has rightly pointed out, Mr Y has a responsibility to maintain his repayments towards his loan, regardless of any issues with the direct debit agreement in place. And she is also correct in setting out that TSB has a responsibility to report factually accurate information to CRAs. So, while I appreciate this will come as a disappointment to Mr Y, I'm satisfied that no payment was made for the month of November 2024, and therefore, I don't think it was unreasonable for TSB to report a missed payment against Mr Y's credit file in the circumstances.

So, for the above reasons, I won't be asking TSB to do anything further.

### **My final decision**

My final decision is that I do not uphold Mr Y's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or reject my decision before 27 October 2025.

Brad McIlquham  
**Ombudsman**