

## The complaint

Mr F is unhappy that TSB Bank plc didn't provide him with loan funds on the same day that he was approved for loan, as promised by TSB in their product advertisement.

## What happened

On 21 November 2024, Mr F applied online to TSB for a personal loan. TSB's online literature regarding the loan included that an applicant could receive loan funds on the day of application if they met certain criteria, which Mr F did. However, while TSB approved Mr F's loan, they didn't provide the loan funds to him on the day he applied as he felt should have been the case. Mr F wasn't happy about this, as he'd needed the loan funds quickly, and he also wasn't happy with the service he received when he spoke with TSB about the loan. So, he raised a complaint and cancelled his loan application.

TSB responded to Mr F and explained that their providing loan funds on the same day was subject to approval and checks, and that in Mr F's case they'd needed to conduct further checks before providing the loan funds. TSB also noted that the personalised pre-contract information sent to Mr F, which Mr F had signed his agreement to, including that the loan funds would be provided to Mr F within two working days, which TSB would have done, had Mr F not cancelled his loan application.

However, TSB did apologise to Mr F for the quality of service he'd experienced when speaking with them about the loan, and they offered to pay £25 to him as compensation for any trouble or upset that may have caused. Mr F 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 the response that TSB had issued to Mr F's complaint, including the explanation of what had happened and the offer of £25 for poor service, already represented a fair outcome to it. Mr F disagreed, and 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.

I issued a provisional decision on this complaint on 7 July 2025 as follows:

*Mr F feels that TSB have failed to honour a commitment to provide applied for loan funds to him on the same day that he made the application, which he qualified for as per TSB's own literature. And Mr F feels specifically that in failing to do so, TSB haven't adhered to the standards of the Consumer Duty.*

*The Consumer Duty was introduced by the regulator, the Financial Conduct Authority, and applies to event which took place from 31 July 2023 onwards. It sets a higher standard for businesses in terms of how they are interacting with their customers and includes that banks such as TSB must ensure that customers have the right information to make effective,*

*timely, and properly informed decisions. Mr F doesn't feel that TSB did that in this instance, and so I've thought about the information about the loan TSB presented to Mr F at the point of application.*

*However, it must be noted that this service isn't a regulatory body, and so it isn't for me to decide whether TSB have acted in a regulatory manner or not. Instead, this service's remit is focussed on fairness of outcome. What this means is that while I've taken the Consumer Duty into account when conducting my review, I've ultimately made my decision based on what I feel represents a fair outcome to this complaint.*

*In this instance, I feel that Mr F was treated unfairly by TSB in that he was reasonably misled by the information TSB presented to him. However, this service's remit is also based on the impact of events on a complainant, and upon consideration, I don't feel that Mr F has incurred any significant impact here such that any further action from TSB is fairly required.*

*The information that TSB presented to Mr F at the point of application includes the following:*

*"Get your money today*

*It takes just two minutes to get a quote and you could have the money on the same day*

*If you've held a TSB current account for more than three months and are approved before 6pm. Or the next day if not... Lending is subject to approval and the actual rate offered will depend on our assessment of your personal circumstances."*

*Mr F did apply and was approved before 6pm on 21 November, and he had held a TSB current account for more than three months. And he therefore feels that he did meet the criteria to receive the loan funds on the same day that he applied for them.*

*In their correspondence with this service, TSB have explained that the reason they offer same-day loan dispersal to customers who have held a TSB current account for three months or more, is because they can assess the financial position and the spending patterns of the applicant customer to their satisfaction from three months of current account activity.*

*This is therefore dependent on the account holder using their TSB account as their primary account. However, in Mr F's case, the TSB account wasn't used as his primary account and had very little account activity in the months that Mr F had held it. And for that reason, TSB couldn't use the information in Mr F's TSB current account to understand his financial position, meaning that they had to conduct further checks into Mr F's financial position before providing him with the loan.*

*TSB's position in this regard seems reasonable to me. But they didn't present any information to Mr F at the point of application that explained this point, and so Mr F wasn't given the right information to make an effective, timely, and properly informed decision about the loan because the conditionality of TSB's clause regarding having held a TSB current account for at least three months wasn't explained to him.*

*Additionally, while TSB have said that the fact that Mr F would receive the loan funds in two working days, and not on the same day, was explained in the personalised pre-contract information that was sent to him, this information wasn't specifically highlighted to Mr F, as I would have expected it to have been, or stated on the cover page, but was instead included within the loan terms and conditions. And, in consideration of these points, I feel that TSB did treat Mr F unfairly here.*

*However, Mr F has explained that TSB's failure to provide the loan funds to him on the day he applied for those funds didn't have a significant impact on him. This is because Mr F was able to informally borrow the money he needed from a family member. Additionally, I'm persuaded from the information that TSB have provided to this service that if Mr F hadn't asked TSB to cancel his loan application the day after he applied for the loan, TSB would have dispersed the applied for loan funds to him by the end of that day.*

*Accordingly, I don't feel that Mr F did incur any form of financial loss here that TSB should be instructed to recompense, or incurred any detriment that TSB should fairly compensate him for. And while I accept that Mr F may have incurred some embarrassment when asking his family member for a loan, I feel that this is mitigated by Mr F not having to enter a formal loan contract with TSB on which he would have repaid a significant amount of interest in addition to the capital balance borrowed.*

*Finally, regarding the poor service that Mr F experienced when he spoke with TSB, I feel that that the £25 compensation that TSB have offered Mr F does provide a fair resolution to that aspect of his complaint. In taking this position, I've considered the impact of that poor service on Mr F alongside the general framework this service considers when assessing compensation amounts, details of which are available on this services website. And, having done so, I can confirm that £25 compensation is commensurate with what I might have instructed TSB to pay Mr F here for what happened, had they not offered to do so already.*

*All of which means that while I will be provisionally upholding this complaint in Mr F's favour, I'll only be doing so to instruct TSB to pay the £25 compensation to Mr F that they've already offered to pay, and which it's my understanding may have been recently posted to Mr F in the form of a cheque. But I won't be issuing any additional instructions to TSB beyond this, for the reasons explained above.*

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Both Mr F and TSB responded to my provisional decision and confirmed that they were in acceptance of it. As such, I see no reason not to issue a final decision here wherein I uphold this complaint in Mr F's favour on the basis explained above. And I therefore confirm that my final decision is that I do uphold this complaint on that basis accordingly.

### **Putting things right**

If they haven't done so already, TSB must pay £25 to Mr F.

### **My final decision**

My final decision is that I uphold this complaint against TSB Bank plc on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 21 August 2025.

Paul Cooper  
**Ombudsman**