

The complaint

Mrs W complains about errors setting up a payment plan with TSB Bank plc (“TSB”), and problems getting a third party registered to help her manage her account.

What happened

Mrs W has been represented to bring her complaint to our service, but for simplicity, I will always refer to Mrs W.

In March 2025, an agreement was reached with Mrs W to put a 90-day freeze on interest and charges on a debt held by Mrs W, to allow her the opportunity to speak to a debt management company to consider her options regarding her debts.

Her representative called again on 16 April 2025 to query a request for third party access that had been sent in in March 2025. They explained that Mrs W had been working with a debt management company on plans to repay her debts and also said that she had been receiving text messages about repaying the debt.

Her representative called again the following day and had a similar conversation and was told again that TSB hadn’t heard from the debt management company or heard any details about a plan to repay.

On this call, TSB were also made aware of mental health problems being suffered by Mrs W related to her money worries.

Looking at the system notes, we can also see that TSB received an application to set up a third party on Mrs W’s account on 28 April 2025. The notes also show they sent her a letter the same day asking her to make a branch appointment to arrange this.

An appointment would seem to have been arranged for 29 May 2025, but TSB have since confirmed that at this appointment, Mrs W and her representative were advised what they would need to bring at a further appointment to set this up, and they had no record of them going back into a branch to carry this out.

Mrs W complained to TSB about being contacted about the debt during the 90-day plan, and about problems setting up the third-party access to her account. TSB answered this and said they hadn’t received the initial request to add a third party to the account sent in March 2025 and had acted correctly once they received the request. They also highlighted that the 90-day plan was to freeze interest and charges and wasn’t about contact from them.

Unhappy with this response, Mrs W brought the complaint to our service. An investigator investigated it and didn’t uphold it. They said that whilst it wasn’t ideal that there had been confusion, it was a misunderstanding about what the 90-day plan meant, and TSB were entitled to contact Mrs W about the debt. The investigator then initially they interpreted the system notes to say the third party access had been set up on 29 May 2025 at the meeting, but when Mrs W said this wasn’t right, and they looked into it, they confirmed this wasn’t the case, but TSB hadn’t done anything wrong. In the meantime, the third-party access was set

up correctly in October 2025.

Mrs W didn't accept this and asked for an Ombudsman to make 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.

Having done so, I've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time.

I was sorry to hear about the difficulties Mrs W has had here, and the confusion at different times. It's also important to highlight that our service's role is to assess complaint answers for consumers, not to intervene in internal processes or to act as a liaison between a consumer and a business.

This complaint involved ongoing issues when it came to our service, so the Investigator has tried where possible to intervene and help to resolve things, as well as to investigate what if anything has gone wrong. But I will be focusing on answering whether the complaint issues raised as part of this referral to our service were handled fairly, or not.

Firstly, with regards to setting up the third-party access to the account. Mrs W has said they sent paperwork in during March 2025, but I can't see any evidence that TSB received this and I can't hold them at fault for potential postal issues.

Once the paperwork was received, TSB have asked Mrs W and her representative to visit a branch to get this set up and then asked them to bring in further information or ID to complete this. I've seen no evidence that Mrs W and her representative went back to branch to complete this, so can't hold TSB at fault here. But I was glad to see in October 2025 that this was finally sorted out, and third-party access was completed.

The other issue complained about was the 90-day plan and being contacted about the debt during the 90 days. I'm afraid this appears to be a misunderstanding, and two parties thinking different things. The 90-day plan TSB set up was so that no further interest or charges were added to the debt for 90 days while Mrs W was trying to sort out a debt repayment plan. But Mrs W and her representative appear to have thought this meant she wouldn't be contacted for 90 days. That would be a different type of service, something which is called "breathing space". That would be for a maximum of 60 days usually, and would mean alongside freezing most interest and charges, no contact would be made.

Whilst I can appreciate that Mrs W might have felt this is what had been agreed, it wasn't. More often than not, this would be something that a debt management company would apply for on behalf of a consumer, so I can't say that TSB were wrong here to apply something slightly different, when Mrs W told them she was planning to sort things out with a debt management company, who may then have wanted to set up the formal breathing space plan at that point.

I can also see that the Investigator here looked at call details provided by Mrs W who said she was being chased for payment, and many of these were from different companies, not from TSB. I'm sorry she had to go through this, and I hope she's now reached a point where things are becoming better, and plans are in place to help support her back to financial good health. Whilst I can appreciate how stressful this time might have been, I can't agree that TSB have caused any further stress here by getting anything wrong, and I won't be asking them to do anything more.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 13 February 2026.

Paul Cronin
Ombudsman