

The complaint

Mr G is unhappy with the lack of support offered to him by TSB Bank plc after he told them about significant adverse changes to his financial position which affected his ability to make payments to his credit card account and his overdrawn current account.

What happened

In July 2024, Mr G contacted TSB and explained that he had experienced some severe adverse changes to his personal circumstances which he wanted TSB to be aware of.

In October 2024, Mr G contacted TSB again and explained that he was experiencing financial difficulty and asked for interest to be frozen on his credit card account. TSB agreed to a temporary interest freeze but explained that to assess what potential ongoing support they could offer Mr G, they needed to complete an income and expenditure (“I&E”) assessment with him, and they sent an I&E form to Mr G for him to complete and return.

The day after agreeing an interest freeze with Mr G, TSB charged £76.69 interest to Mr G’s credit card. However, TSB acknowledged their error, reimbursed the charged interest amount to Mr G, and paid £50 to him as compensation for any trouble or upset they may have caused.

In January 2025, Mr G contacted TSB again and asked for further interest holds on his account. Mr G was also unhappy that TSB were contacting him about the outstanding payments due on his account. In response, TSB explained that while they had agreed a temporary interest hold, they hadn’t received the I&E information they needed to assess potential ongoing support which meant that the payments on Mr G’s account were outstanding. Mr G wasn’t happy with the position TSB had taken or the level of support they were offering to him, so he referred his dissatisfaction to this service.

One of our investigators considered this complaint and liaised with Mr G and TSB about it. They felt that TSB had provided a fair level of support to Mr G by freezing the interest on his account and giving him time to provide his I&E information to TSB. And they also felt that because Mr G hadn’t then provided his I&E information to TSB that it was reasonable that TSB couldn’t offer any ongoing support to Mr G, because they couldn’t properly assess his financial situation. Mr G didn’t agree with the view put forward by our investigator, 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.

In his submissions to this service, Mr G has described his ongoing dissatisfaction with TSB’s actions towards him. However, this service can only consider points of complaint that have previously been referred to the respondent business – in this case TSB – directly, so that the business has had an opportunity to consider and respond to those points of complaint.

In this instance, when Mr G referred his complaint to this service in January 2025, we forwarded Mr G's concerns up to that time to TSB. As such, I'm satisfied that I'm only able to consider Mr G's dissatisfaction up to the point that he referred his complaint to us. If Mr G has any ongoing dissatisfaction with TSB past January 2025, I can only suggest that he refers that ongoing dissatisfaction to TSB directly as a new complaint, if he hasn't already done so.

In October 2024, when Mr G told TSB of the financial difficulty he was experiencing, TSB explained that in order to assess what potential ongoing support they could offer to Mr G, they would need Mr G to complete an I&E form. This seems fair to me, and I feel that it stands to reason that having been told by Mr G that he was in financial difficulty, TSB would want to fully understand Mr G's position so that they didn't require him to make payments that he couldn't reasonably afford to make.

TSB have explained that they have repeatedly asked Mr G to complete the I&E form or provide his I&E information over the phone, and that Mr G has constantly declined to do so. But given that I'm satisfied that it's fair for TSB to have not committed to any long term support until Mr G provided that information, it follows that if Mr G is dissatisfied about a lack of support from TSB then I feel that his dissatisfaction results from his own refusal to provide the I&E information that TSB reasonably require from him, rather than from any unfair act or omission perpetrated by TSB.

Similarly, because TSB hadn't received Mr G's I&E information, and so couldn't apply any potential ongoing support to the account, then I feel it's reasonable that TSB would continue to consider Mr G as being contractually obligated to make at least the minimum monthly payment required on the account. And because Mr G wasn't making those payments, I feel it stands to reason that TSB would try to contact him about the account arrears that were accruing. And again, I feel that the root cause of any dissatisfaction that Mr G may have regarding this point is the result of his own refusal to provide I&E information to TSB.

In taking this position, it's not my intention to downplay the difficult personal circumstances that Mr G has described in any way, and I'm conscious of the impact that Mr G's circumstances may have had on him. But ultimately, I don't agree with Mr G's assertion that TSB weren't offering him support. Instead, I feel that TSB made it clear to Mr G that for them to assess what potential support they could offer Mr G, they required his I&E information. And I feel that the fact that Mr G didn't provide that information to TSB, which I feel that Mr G could reasonably have done, is the root cause of Mr G's dissatisfaction.

In the absence of I&E information, I also wouldn't expect TSB to freeze the interest on Mr G's account for any prolonged period of time. This is because the freezing of interest is a temporary measure designed to give an account holder time to provide their I&E information to a bank, so that the bank can then properly assess that account holders' circumstances. Similarly, I wouldn't expect TSB to accept any offer of ongoing payment from Mr G without confirming, via a detailed I&E assessment, that Mr G could reasonably afford to make the offered payments.

All of which means that I don't feel that TSB have acted unfairly towards Mr G as he contends here. As explained, this is because I feel that TSB's requirement that Mr G submit his I&E information to them so that they can assess his situation before considering what ongoing support they can offer him is fair, and because I feel that Mr G's lack of reasonable engagement with TSB regarding his I&E information has been the source of the lack of progress about which Mr G is unhappy.

Finally, I've thought whether TSB should have acted differently when Mr G contacted them in July and described his change of personal circumstances to them. Upon consideration, I feel

that TSB should have attempted to engage further with Mr G at that time. And while TSB have said that Mr G didn't ask for any support and just wanted to make them aware of his personal circumstances, I feel that the overall picture that TSB had of Mr G at that time – which included that his credit card balance was close to the credit limit and that Mr G was now experiencing significant personal trauma – warranted closer attention to the possible financial impacts on Mr G of what was happening in his life.

However, had TSB attempted to discuss Mr G's financial position with him in greater details at that time, this would have reasonably and inevitably included a requirement that Mr G complete a detailed I&E assessment with TSB. And given Mr G's demonstrated lack of engagement with TSB regarding his I&E information from October 2024 onwards, I don't feel that it would be reasonable to conclude that Mr G would have been any more willing to provide that information a few months earlier. As such, I don't feel that TSB should fairly be instructed to take any form of action in this regard.

I appreciate this won't be the outcome Mr G was wanting, but it follows from all the above that I won't be upholding this complaint or instructing TSB to take any further or alternative action. I hope Mr G will understand, given what I've explained, why I've made the final decision that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 10 March 2026.

Paul Cooper
Ombudsman