

### **complaint**

Mr D complains that Lloyds Bank Plc (formerly Lloyds TSB Bank Plc) sent debt recovery correspondence to him using an incorrect address.

### **our initial conclusions**

The adjudicator considered the bank had made a fair and reasonable offer to resolve the complaint. He understood the distress caused when Lloyds sent letters to an incorrect address. Lloyds also passed the contact details to a third party debt collection agency and it also sent letters to the incorrect address. The bank apologised for the mistake, corrected its records and offered to pay £350 compensation for the distress and inconvenience caused.

Mr D is still not happy; he wants more compensation to reflect the serious nature of his personal financial information being made public. He also wants Lloyds to suspend collections activity.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mr D and Lloyds have provided. Having done so, I find that I have come to the same conclusions as the adjudicator did, for much the same reasons.

I am satisfied Lloyds has now done all that could reasonably be expected of it by apologising for the mistake and updating its records. Mr D would like a higher amount of compensation to reflect the breach of his confidentiality. I have considered his comments, but I don't consider it appropriate to pay him more than our adjudicator recommends. I empathise with Mr D and fully understand his frustration. I am however satisfied that the offer of compensation for distress and inconvenience is fair and reasonable.

I also conclude that Lloyds is entitled to ask Mr D to repay the debt. So I cannot properly require it to suspend collections activity whilst this matter is resolved.

**My decision is that Lloyds Bank Plc should pay Mr D £350 for distress and inconvenience.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr D either to accept or reject my decision before 25 March 2014.**

*Andrew McQueen*

*ombudsman at the Financial Ombudsman Service*

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

#### **ombudsman notes**

#### **what is a final decision?**

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

#### **what happens next?**

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.