

The complaint

Mr S complains that Lloyds Bank PLC took a long time to send him some credit card statements he requested. And he had to make many phone calls before they were received.

What happened

I previously issued a provisional decision on this case. It was my intention to come to a different outcome to our Investigator, and so I wanted to give both parties the chance to respond with anything else they wanted me to take into account before I came to my final decision on the matter.

I have copied my provisional decision below, which also forms part of this final decision.

“Mr S says that due to a dispute with an insurance claim, he was required to send copies of his credit card account statements as evidence to the court. Mr S says the statements weren’t available online and so he requested them over the phone on a number of occasions from August 2021, but he didn’t receive these until 14 October 2021.

Mr S says that this caused him very significant stress, given that there was a possibility that not being able to provide the statements to the court could result in him having to pay thousands of pounds. Mr S also stated that he spent hours on the phone to Lloyds trying to obtain his statements.

To put things right, Mr S says he would like acknowledgement of Lloyds’ fault, an explanation as to why it failed its legal requirement to send the statements and he wants compensation for what went wrong.

Lloyds responded to Mr S’s complaint – it noted that it had sent him the wrong statements, and so it upheld this part of Mr S’s complaint and offered him £100 to say sorry. However, Lloyds said that it sent Mr S the statements each time he requested them, and it didn’t know why he hadn’t received them each time – it said it could be down to a problem with the sorting office or postal delays – it didn’t uphold this part of his complaint.

Our Investigator looked into Mr S’s complaint, but they didn’t uphold it. They thought that Lloyds had made the requests for statements to be sent to Mr S, and they didn’t think it was as a result of something Lloyds had done wrong that these weren’t received by Mr S. They found that the compensation offered by Lloyds for the incorrect statements being sent was sufficient.

Mr S didn’t agree with this. The Investigator provided Mr S with evidence which they thought showed the statements had been sent. Mr S responded to this to say that this evidence didn’t show the initial request that happened in August, and that the information was only relevant to the October requests.

Because Mr S didn’t agree with the Investigators view, the complaint has been passed to me to make a decision on the matter.

Since this complaint has been allocated to me, I have been in touch with Lloyds to request extra evidence and to let it know what I had found. I asked Lloyds if it wanted to reconsider the compensation award it offered to Mr S, but it said it didn't.

What I've provisionally 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 considered everything available to me, it is my intention to uphold this complaint.

Mr S wanted statements for his Duo credit card account, which is now called the cashback account. On reviewing the information Lloyds has sent me with, it states the account number for the cashback account ends in 3270. Lloyds has told me that where the account notes shows "DATAVIEW STMT REPRNT" this is where the statements have been produced and sent. I can see that statements were requested for this account on the below dates:

8 September 2021, 9 September 2021, 15 September 2021, 10 October 2021, 11 October 2021, 15 October 2021.

I can also see that Mr S called on 6 October 2021 too, the notes left on the account suggest that an email was sent to the statement team to request that these are sent out – Lloyds say the statements would have been sent out on this occasion too, but I haven't seen any evidence to support this.

Mr S says that he did receive statements for his other account which he didn't need or want. This was his Platinum MasterCard account (account number ending 6683). I can see that statements were requested on the below dates:

12 August 2021, 16 August 2021, 30 September 2021, 7 October 2021.

It seems to me that the wrong statements were requested on four separate occasions - I think this ties in with what Mr S told us when he said he received multiple statements for the wrong account. This means that on potentially five separate occasions (at least four), Mr S's statements either weren't requested or requested for the wrong account.

Lloyds has recognised that it made a mistake and offered to pay Mr S £100 to compensate him for what it did wrong. But I don't currently think this is enough.

I say this because, Mr S needed the statements as evidence to support an upcoming court case. He's told this service in not receiving the statements he was caused a lot of stress, which I think is understandable in the circumstances. I think Mr S has displayed the urgency of his request in the number of phone calls he made to Lloyds about getting the statements. From what I've seen, he contacted Lloyds around 11 times between August and October 2021.

It isn't clear why Mr S didn't receive the correct statements when these were requested. I can see that these were requested on Lloyds' systems, and I can see that Lloyds held the correct address for Mr S – so these should have arrived. I can't fairly ask Lloyds to compensate Mr S for these statements having not been received, because I can't see that it has done anything wrong.

When deciding what level of distress and inconvenience award would be more suitable in this case, I have taken into account what Mr S told us about the impact of Lloyds error – in the stress of not receiving the statements, and the number of phone calls he had to make

before he got the statements. I've also taken into account this service's general approach to distress and inconvenience awards.

While I appreciate that Lloyds likely weren't responsible for some of the statements not being received by Mr S, it is clear that on some occasions the wrong statements were ordered, which contributed to delays in Mr S receiving the correct statements. Lloyds has made repeated small errors, which have required Mr S a reasonable amount of effort to sort out. The impact of the errors has also caused Mr S unnecessary stress. Mr S hasn't made us aware that the court case was impacted by the delays in getting the statements, and so I don't think he has lost out here.

So with what I've said in mind, I currently think an award of £200 is a fair way to settle things."

Lloyds responded to my provisional decision to say it was prepared to accept the provisional decision and increase the overall compensation award to £200. It said that it would settle this directly with Mr S upon receipt of his acceptance of the decision.

Mr S didn't respond to the provisional 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.

Given that Lloyds has accepted the provisional decision, and Mr S hasn't provided me with any additional information or comments to consider, I see no reason to depart from the findings in my provisional decision.

It follows that I uphold Mr S's complaint.

Putting things right

Given the repeated small errors made by Lloyds, and the effort required by Mr S to resolve the matter, Lloyds should put things right for Mr S by paying him a total of £200.

My final decision

For the reasons set out above, I uphold Mr S's complaint. I order Lloyds Bank PLC to put things right for Mr S by doing what I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 7 November 2022.

Sophie Wilkinson
Ombudsman