

The complaint

Mr H complains about the way that Lloyds Bank PLC handled his payment disputes.

What happened

Mr H says he contacted Lloyds in October 2023 to raise a payment dispute against two businesses for failing to deliver items.

Mr H contacted Lloyds using a public payphone but did not have all the required details to hand. Mr H says Lloyds told him to ring back the next day with the details but also gave him an email address to use. The email that Mr H sent was returned as undelivered.

Mr H contacted Lloyds again and says a member of staff refused to take details over the phone but gave him the correct email address to use.

Mr H complained to Lloyds asking why it told him to ring back if he had to send the details exclusively or preferably by email. Lloyds upheld Mr H's complaint and paid £30 to apologise.

Various emails that Mr H then tried to send were returned as undelivered. Mr H complained again to Lloyds about the emails being undelivered. He remained unhappy that Lloyds didn't accept his disputes on the phone. Mr H says he spent time standing in the cold and rain and found the experience stressful. Mr H says Lloyds reassured him that it would open a new complaint but then didn't do so. The letter he received from Lloyds on 26 October 2023 dated 21 October 2023, only referenced his first complaint.

Mr H subsequently told our service about other things that Lloyds had done wrong. He thought Lloyds should pay him a minimum of £200 compensation.

Our investigator thought that Lloyds had already done enough to put things right. Mr H disagreed with the investigation outcome and criticised the way that our investigator reached his decision.

After considering everything, I issued a provisional decision on 6 March 2024 which said:

I am grateful to Mr H for the detailed information which he has supplied to us. I do not intend any discourtesy if I don't refer to all the arguments that Mr H has raised. Instead, I have focussed on what I consider to be the key issues as they relate to the complaint I am deciding. This also means I don't comment on the points that Mr H made about the way his complaint has been handled by our service.

As our investigator has already told Mr H, some of the issues he raised during his complaint to our service will first need to be put to Lloyds. And some of Mr H's concerns relate to the way in which Lloyds handled his complaint as he expected a second complaint to be raised when he spoke to Lloyds. However, complaint handling in itself is not a regulated activity which our service can usually consider complaints about. So, my decision deals solely with the inconvenience caused to Mr

H after Lloyds gave him incorrect information when he first tried to raise the payment disputes.

Lloyds agrees that it gave Mr H the wrong information about how to raise the payment disputes. During an initial call, Lloyds said it would require further information and recommended that Mr H call back the next day. However, when Mr H called Lloyds back, he says the call handler would not accept the disputes by phone and instead directed him to supply details by email. Lloyds had also given Mr H an incorrect email address.

Although Lloyds has paid £30 to apologise, I don't think this adequately reflects the inconvenience to Mr H. I say this as Mr H used a public payphone to contact Lloyds. So, when he was asked to call back, Mr H would have had to make a second trip to use the phone. Mr H says this involved being out in the rain so I can appreciate his frustration at being told to supply details by email instead. Mr H had also been given the wrong email address to use so this was an added frustration to him on top of the second unnecessary trip to call Lloyds.

I think an award of £100 better recognises the inconvenience and upset caused to Mr H. For the avoidance of doubt, this includes the £30 that Lloyds has already paid. So, if Mr H accepts my decision, Lloyds will need to pay a further £70 to settle his complaint. When deciding what amount I think is fair, I have taken account of the guidance available on our website.

I appreciate that some of Mr H's emails were returned as undelivered but as our investigator explained, this seems to be because Lloyds' name was spelt incorrectly in some of the emails. I can't find Lloyds to blame for this.

Both Mr H and Lloyds accepted my 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.

As both Mr H and Lloyds accept my provisional decision, I find it reasonable to make my final decision along the same lines.

Putting things right

Lloyds should pay Mr H £100 compensation and can deduct any compensation already paid for this complaint.

My final decision

My final decision is that I uphold this complaint. In full and final settlement, I require Lloyds Bank PLC to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 23 April 2024.

Gemma Bowen
Ombudsman