

## **The complaint**

A limited company, which I'll refer to as 'S', is unhappy with the service it received from Lloyds Bank PLC surrounding statements for its Bounce Back Loan ("BBL")

S's complaint is brought to this service by its director, whom I'll refer to as 'Miss D'.

## **What happened**

Miss D raised a complaint with Lloyds on S's behalf as she was unhappy that S hadn't been receiving statements for its BBL. Miss D was also unhappy with the information that was present on the statements S had been receiving for its loan servicing account from which the BBL was being paid. In the absence of account statements, Miss D was concerned that S's BBL balance and payment amount had increased. And Miss D was also unhappy with the service she'd received when speaking with Lloyds about this issue on the telephone.

Lloyds responded to Miss D and explained that BBL statements were sent annually to S. Lloyds also confirmed that information about the BBL won't be shown on the loan servicing account statements, but only on the BBL statements. Finally, Lloyds confirmed that S's payment amount remained as it should be as per the original loan agreement, and that the balance of the BBL was correct.

However, Lloyds did accept that Miss D hadn't received an acceptable standard of service from Lloyds when she'd called them on S's behalf, including that Miss D had been placed on hold for long periods and that calls had cut off. Lloyds apologised to Miss D for this and made a payment of £40 to S as compensation for any inconvenience she may have incurred in her role as S's director as a result. Miss D wasn't satisfied with Lloyds' response, so she referred S's complaint to this service.

One of our investigators looked at this complaint and liaised with Miss D and Lloyds about it. At that time, Lloyds reassessed their position on this complaint and offered to pay a further £110 to S in further recognition of the inconvenience that Miss D has incurred while acting as S's director. Our investigator felt that Lloyds' offer represented a fair resolution to this complaint. But Miss D disagreed, and 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.

Miss D has explained to this service that she disputes Lloyds claim that they've sent annual BBL account statements to S, because such statements have never been received. And Miss D's is also frustrated at being unable to access S's account on Lloyds' internet banking platform.

However, Lloyds have provided information to this service which I feel shows that the annual BBL statements were most likely posted to S. And these statements appear to have been

posted to S at the address that Miss D has provided to this service as being the correct address for S. And I also note that Lloyds have posted replacement statements to S, at that same address, following a request to do so made by Miss D.

Unfortunately, it doesn't follow from Lloyds posting the statements to S that S received those statements. But given that I feel that Lloyds did most likely post the statements, I wouldn't hold Lloyds accountable for S's non-receipt of those statements. And this is because the delivery of correctly address statements is undertaken by a postal service over which Lloyds have no direct control.

It's unfortunate that S haven't received the BBL statements that Lloyds have sent, especially as these statements do include the information about payments and loan balance which Miss D is eager to receive. And it's similarly unfortunate that Miss D isn't presently able to access S's internet banking platform, where she should also be able to obtain the information about S's BBL that she's seeking.

In their response to S's complaint, Lloyds acknowledged that Miss D have told one of their agents that she couldn't log in to S's internet banking and provided Miss D with the telephone number for their internet banking helpdesk, if she still needed help accessing S's account. This seem reasonable to me, and while I appreciate that Miss D has had poor experiences when calling Lloyds on the telephone, I feel that it is now for her to contact Lloyds' internet banking helpdesk if she remains unable to log in to S's account online.

Regarding those poor experiences that Miss D had when calling Lloyds, which include that Miss D was left on hold for long periods and that calls then cut off, Lloyds have apologised to Miss D for what happened. And Lloyds have also offered to pay a further £110 to S, in addition to the £40 they've already paid, as compensation for any inconvenience Miss D may have incurred while acting as director of S as a result.

It's important to note at this time that this complaint has been raised in the name of 'S', the limited company, and that S is the eligible complainant here, given that the complaint arises from S's accounts.

One consequence of this is that I'm unable to consider any frustration or upset that Miss D may have personally incurred here. This is because Miss D personally isn't the eligible complainant – S is. And because S is a limited company, which is a legal entity and which doesn't have feelings, this means that S can't experience upset or distress.

But a limited company can't be distressed, it can be unfairly inconvenienced. And by way of the poor service that Miss D experienced when calling Lloyds, while acting as S's director, I'm satisfied that S was unfairly inconvenienced and that compensation to S is fairly merited as a result. However, I'm also satisfied that the additional £110 compensation that Lloyds have offered to S, which takes the total compensation amount to £150, does fairly compensate S for the inconvenience that it experienced.

In arriving at this position, I've considered the inconvenience that S incurred because of the poor service that Miss D received, which includes that Miss D would have needed to try to speak with Lloyds again regarding the BBL account statements or regaining access to S's internet banking. I've also considered the general framework this service uses when assessing compensation amounts, details of which are available on this service's website. And taking these factors into account, I feel that a total compensation amount of £150 does represent a fair outcome to this aspect of S's complaint.

Miss D has also said that she's unhappy that the statements for the loan servicing account, which S has received, doesn't include information about the movements of the BBL account.

However, it wouldn't be expected that statements for one account would include information about the movements of a different account. And, as explained above, the BBL statements do include the information that Miss D is seeking.

Miss D has also expressed concern that S's BBL balance or monthly payment amount has increased unfairly. But having reviewed S's BBL statement's, I'm satisfied that this isn't the case.

Finally, Miss D has expressed concerns that the issues that S has experienced might also be being experienced by other Lloyds' account holders. But this service isn't a regulatory body, and our remit doesn't extend beyond considering the impact of complaint points on the specific eligible complainant which refers its complaint to us. If Miss S has concerns about wider issues she may wish to refer these to a regulatory body, which do generally have broader remits than that possessed by this service.

All of which means that while I will be upholding this complaint in S's favour, I'll only be doing so to instruct Lloyds to pay the further £110 to S that they've already offered to pay. And I won't be instructing Lloyds to take any further or alternative action beyond this.

This is because I'm satisfied that Lloyds have likely posted the BBL statements to S as required, and because I don't feel that Lloyds should fairly be held accountable if those posted statements haven't been received by S. I hope that S is able to receive any future statements that might be posted to it, and that Miss D is able to speak with Lloyds and regain access to S's internet banking.

### **Putting things right**

Lloyds must pay a further £110 to S, so that the total amount of compensation payable to S is £150.

### **My final decision**

My final decision is that I uphold this complaint against Lloyds Bank PLC on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask S to accept or reject my decision before 10 December 2024.

Paul Cooper  
**Ombudsman**