

## **complaint**

Mr A complains that he was unable to keep to the terms of an agreement he had with Lloyds Bank PLC because of mistakes made by Lloyds and other businesses.

## **background**

Mr A had a previous complaint that was to be resolved by Mr A paying Lloyds a balance of £1884.2 within thirty days and Lloyds removing adverse data on Mr A's credit file. But Mr A says Lloyds then sold his debt to a third party company but it had a different balance on its records. He also says he became concerned that if he now made the payment outside the thirty day's the agreement may no longer be valid –so he asked Lloyds for a letter confirming that wasn't the case.

Mr A says the debt was then sold again to another company and in January 2016 he says he was given further time to pay. But in February 2016 Mr A says he was in hospital and unable to pay as he was unwell and didn't have the money as he couldn't work.

Lloyds doesn't accept making a mistake or acting unfairly. It says Mr A was aware of the agreement in August 2015. It also says it doesn't have any evidence that the third party companies were unable to accept Mr A's payment or that the balance was wrong. But it says it allowed further extensions in January 2016 and Mr A has still not paid the debt.

Mr A brought his complaint to us but our investigator didn't uphold his complaint. He thought Mr A knew he had to pay the balance in August 2015 but hadn't. He also thought Lloyds had given a reasonable period of time of over 6 months to clear the balance.

Mr A doesn't accept that view. He says the problems were caused by Lloyds and the other companies and it wasn't his fault he was unwell in February 2016. Mr A is concerned about how this has affected his credit file.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so I've come to the same overall conclusions as the investigator for largely the same reasons. I realise Mr A will be disappointed by my decision so I will explain why I've reached that conclusion.

I appreciate Mr A says he had problems paying the agreed balance in August 2015 as the company Lloyds sold the balance to was recording a different amount. I accept that in those circumstances Mr A wanted the correct balance recorded before he paid it. But I'm satisfied the correct balance was then recorded but Mr A didn't want to pay it as he thought he was outside the original thirty day agreement. I don't think his actions were reasonable in not paying it until he received another letter from Lloyds, and think he could've made the payment then.

I can see that 2 further extensions were given to Mr A in early 2016 in any event. I think Lloyds was trying to help Mr A by doing so and I can see that Mr A sent it an E-Mail in which he accepted Lloyds didn't have to extend the time period. I accept Mr A then became unwell and as a consequence couldn't work which meant he couldn't afford to pay the debt. But I'm satisfied Mr A knew about the debt for over 6 months at this point and knew he was responsible for paying it. So I think even if Mr A had problems paying the debt in August 2015 –he should've kept the money as he knew it had to be paid.

So overall I'm satisfied Lloyds has tried to assist Mr A by allowing further time for this debt to be paid and hasn't acted unfairly or made a mistake.

**my final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 26 April 2018.

David Singh  
**ombudsman**