

## **complaint**

Mr B complains about the amount of a debt that Lloyds TSB Bank plc is pursuing, and its failure to communicate appropriately about the debt.

## **background**

Mr B had a loan, credit card and current account with Lloyds TSB. In 2006 he began to experience financial difficulty, and contacted the bank to discuss how he would repay what he owed. Mr B says Lloyds TSB gave him the impression it would not pursue him for what he owed, but in 2008 he was contacted by the bank's agents and repayment of the debt was arranged through a repayment plan. Mr B disputes the amount he is being asked to pay, however, and considers the bank's handling of the matter has been poor.

The adjudicator did not recommend the complaint should be upheld. From the available evidence, he was satisfied that the amount of the debt claimed by the bank was correct. He acknowledged that a PPI premium might be eligible for review, but Mr B would first need to raise this with the bank. He also accepted that some aspects of the bank's service could have been better, but was not persuaded that these justified further compensation in addition to the £50 Lloyds TSB had offered.

Mr B did not agree with the adjudicator's conclusions and asked for his complaint to be reviewed.

## **my findings**

I have considered all that has been said and provided by Mr B and by Lloyds TSB, to decide what is fair and reasonable in this complaint. Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – that is, what I consider is most likely to have happened in light of the available evidence and the wider surrounding circumstances.

From the available evidence, on balance I am unable to find that Lloyds TSB said that it would not pursue Mr B for the amount he owed. I am also satisfied, on balance, that the bank is entitled to pursue the debt, and that the amount it is seeking is correct. I accept, however, that this might not be the case if a refund of the PPI premium paid by Mr B is appropriate. Mr B will, however, need to raise the issue of a possible refund with Lloyds TSB. If he is not satisfied with the response he receives, he will be entitled to refer the matter to this service for further consideration.

I also understand why Mr B might consider Lloyds TSB's service in dealing with repayment of his borrowing fell short of the standard he might have expected. The bank has acknowledged this and offered to pay compensation of £50. I consider this reasonable in the circumstances, but I am not persuaded that Lloyds TSB should be required to pay anything more.

**my final decision**

My decision is that Lloyds TSB Bank plc should pay £50 to Mr B in full and final settlement of his complaint.

Caroline Stirling  
**ombudsman**