

complaint

Mr A's complaint is about the redress offered to him by Lloyds TSB Bank Plc (Lloyds) in respect of a mis-sold payment protection insurance (PPI) policy.

background

Mr A complained to Lloyds about the sale of a PPI policy sold in conjunction with a loan.

In January 2012 Lloyds wrote to Mr A. In its letter Lloyds said that it had completed an investigation into the sale of the PPI policy and as a result agreed to uphold Mr A's complaint.

Lloyds agreed to refund the PPI premium together with interest. However Lloyds also said that Mr A had made a successful claim for disability on the PPI policy. Lloyds said that the payments Mr A received as a result of his claim were greater than the redress he was due. Because of this Lloyds told Mr A that it would not make any further payment to Mr A.

An adjudicator from this service wrote to Mr A in April 2013. In his letter he explained why, in his view, Lloyds' position was fair and reasonable.

Mr A disagreed with our adjudicator and has asked for an ombudsman to review his complaint. Mr A has told us that he cannot recall how much he received from Lloyds as a result of his disability claim but thought it may be as little as one month's payment.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Lloyds has investigated Mr A's original complaint and has agreed that the PPI policy was mis-sold to Mr A. Therefore the only matter that is now in dispute is the issue of fair compensation.

I note that Lloyds has provided us with internal records from its systems that it says show the claims history for Mr A's PPI policy. The records indicate that Mr A received payments totalling a sum in excess of £5,000 between April 2001 and June 2004. Lloyds has also been able to tell us the account number that these payments were made to.

Lloyds' records also show that Mr A made a separate claim for unemployment benefit in 2000 but this claim was declined as Mr A was only unemployed for 15 days.

After having reviewed this evidence I am persuaded that it is more likely than not that Mr A received the payments from Lloyds for his disability claim. Mr A may have simply forgotten the details of the claims he made on the policy which would be entirely understandable given the time that has elapsed.

It is fair and reasonable that Lloyds should be able to deduct any amount Mr A received as a result of a successful claim from the compensation due to Mr A for the mis-sale of the policy. I am satisfied that Mr A most likely received more from his successful claim in 2001 than the redress due to him in respect of the mis-sold policy. It therefore follows that I am not persuaded that Mr A's complaint should succeed.

my final decision

My final decision is that I do not uphold Mr A's complaint and I make no award against Lloyds TSB Bank Plc.

Steve Thomas
ombudsman