

### **complaint**

Mrs A complains that Lloyds Bank PLC did not update her address details on her credit card account, so she did not receive statements showing that she needed to make a payment. Lloyds then recorded adverse information on her credit file when the payment was not made.

### **our initial conclusions**

The adjudicator did not recommend that this complaint be upheld. Lloyds had paid Mrs A compensation for its delay in updating her address and the adjudicator considered this to be fair. However, she said that as Mrs A had used the credit card in August 2011, she would have been aware that money was owed on it even if she did not get a statement. She said that as the required repayments were not made, Lloyds was obliged and entitled to record this on Mrs A's credit file. Mrs A did not accept the adjudicator's findings and said that Lloyds had affected her ability to obtain credit elsewhere.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mrs A and Lloyds have provided.

Lloyds has accepted that it did not update Mrs A's address records on her credit card account at the same time as it did on her other accounts with the bank. This meant that statements were sent to her previous address before a stop was placed on the account when these were returned as undelivered. To recognise this inconvenience, the time it took to resolve the matter and for her telephone costs, Lloyds has paid Mrs A a total of £330 and I agree that this is fair compensation in the circumstances.

Mrs A has not disputed that she used the credit card to make two separate payments in August 2011. So, although she did not receive a credit card statement, she would have reasonably known that this would need to be repaid. Lloyds is required to record a true and accurate reflection of how an account is maintained, as it did here when the payments were missed.

**My decision is that I do not uphold this complaint.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mrs A either to accept or reject my decision before 5 November 2013.**

*Cathy Bovan*

*ombudsman at the Financial Ombudsman Service*

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

### **ombudsman notes**

#### **what is a final decision?**

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

#### **what happens next?**

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.