

## **complaint**

Mr T complains that Lloyds TSB Bank plc did not act responsibly in providing him with an overdraft, and that it should not have increased his overdraft limit. The complaint is brought on Mr T's behalf by his father, Mr D.

## **background**

Mr D said that when he discovered that Lloyds TSB had provided his son, Mr T, with an overdraft for £1,000, he visited the bank and asked it not to increase his son's overdraft facility. The bank then increased Mr T's overdraft by almost £2,000. Mr T spent up to his new overdraft limit within a month, and stopped crediting his account with his salary in mid-March 2011.

Mr D complained that the bank could not have used correct procedures when assessing an increase to his son's overdraft, and that prior to the increase, he had alerted the bank with his concerns about his son's past account behaviour.

The adjudicator did not recommend that the complaint should be upheld. She had seen Mr T's account statements and did not consider that there was anything on the statements which would have given Lloyds TSB cause for concern before increasing the overdraft. She also noted that the bank had carried out credit checks and that it was satisfied that regular credits were paid into the account. She noted that difficulties then arose when his salary ceased to credit the account.

She also said that the visits Mr T's parents made to the bank to raise their concerns could not have prevented the bank increasing the overdraft, and noted that Mr T had not provided the bank with authority for it to discuss his account with his parents.

Mr D disagreed, and responded to say, in summary, that whilst Mr T should not have asked for the increased overdraft, Lloyds TSB had played a large part in allowing his son to have the money.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I find that I have come to the same conclusions as the adjudicator did, for much the same reasons.

Where the evidence is incomplete, inconclusive, or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

Lloyds TSB said that Mr T had applied online for the increased overdraft facility. The bank carried out its usual credit checks and noted that there were regular salary receipts into the account. There were also no signs of gambling activity which might have raised its concerns.

As Mr D did not hold a third party authority on the account, I can understand that the bank was unable to discuss matters with him for data protection purposes.

I have also seen the account statements, and can see that Mr T's account was mostly in credit until the increased overdraft was agreed in January 2011. I note that Mr T spent up to

his new overdraft limit within a month after it had been granted, but I do not consider it likely that the bank could have anticipated that he would do this when it agreed the increase.

On balance, I am not therefore persuaded that the bank acted irresponsibly in providing Mr T with the overdraft facility and increased overdraft. I also note that the bank acted fairly in assisting Mr T by stopping unplanned overdraft fees in June 2011, and stopping the application of interest in September 2011.

**my final decision**

My decision is that I do not uphold this complaint.

Roslyn Rawson  
**ombudsman**