

## **complaint**

Mr P complains Lloyds Bank PLC didn't tell him a particular bank branch was closed and he found its online branch locator wasn't helpful. He complains about how interest is added to his Lloyds account and he's unhappy about how Lloyds has generally handled his complaint.

## **background**

Mr P said he walked to his local branch of Lloyds, only to find that it had been closed and Lloyds had moved out. There was no notice on the window to say where the nearest branch was and he hadn't been told this branch was going to be closed. He found the online branch locator inadequate and suggesting branches which were several miles away from his address.

He also complains about the account criteria he has to satisfy to get interest added to his account. He says the Lloyds' terms and conditions don't explain what they mean by two separate or different direct debits. And he'd like to know why, say, a direct debit to one organisation which is split into two direct debit payments isn't acceptable. He'd also like to know why a debit payment he's made from his account isn't sufficient for Lloyds' terms.

Lloyds apologised there was no sign outside the closed branch and that Mr P had problems with the branch locator. It passed his feedback about the online locator to the team dealing with it.

It explained it couldn't change the terms and conditions for his account. But then it mistakenly said he had satisfied the criteria and he was earning interest. Because of this mistake, it offered to pay Mr P £50 as compensation.

Lloyds had sent a letter to Mr P about this complaint which he never received. And so it paid him £25 for the inconvenience this must have caused.

Lloyds also agreed to pay an interest adjustment of £101 for not explaining how interest was added to his account when it was upgraded. And it paid him £20 for the inconvenience.

Our adjudicator said Lloyds didn't have to tell Mr P about a branch closure but details were on its website of future closures. She agreed that perhaps the branch locator tool could be improved, but she couldn't force Lloyds to do that. She also concluded the terms were clear on how interest was paid and on what criteria. So she decided the payments Lloyds made were enough to put things right. And she wouldn't ask it to do anymore.

Mr P disagreed with the adjudicator's view and asked for the matter to be looked at again. He particularly wanted his points about the branch closure process, the branch locator and the account criteria to be reconsidered.

## **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 that, I've decided not to uphold Mr P's complaint. I know this will be a disappointment to him as I can see he's spent a long time trying to get answers about the issues he's raised. So I'll explain why I'm rejecting his complaint.

*the branch closure*

Lloyds said it wasn't under any obligation to tell Mr P his local branch was closing. It clarified to us that it would only tell an account holder if his/her account holding branch was closing. And the closed branch in this complaint wasn't Mr P's account holding branch. Lloyds apologised there was no sign to give further information. And although Mr P says it's a simple solution, it doesn't seem to be Lloyds' current procedure.

I can't suggest that Lloyds changes its procedure and I can't force it to. So there is very little I can do here. But Lloyds has apologised and has taken note of his feedback. And I don't think there's anything more I can ask Lloyds to do for this part of the complaint.

*the branch locator tool*

Our adjudicator suggested to Mr P that putting different search criteria into the online tool will bring up different results. I'm sure Mr P is well aware of this. Lloyds said it would send his feedback to the right team. But he doesn't think this will achieve anything – he thinks the team will only give “*a cursory scan and no more*”. And he suggests the online closure list could be redrafted to show the nearest open branch.

Again, Mr P has suggested a simple solution for the online closure list but I can't force Lloyds to change its process. And I don't see any evidence in this complaint that the specialist team won't look at his comments.

I saw that Lloyds has already apologised for the problems Mr P had with the online tool and will forward his comments to the right team. So I don't think I can ask it to do anymore for this part of the complaint.

*account criteria*

I looked at the terms and conditions for Mr P's account. And I could see he has to have two separate direct debits coming out of his account every month to qualify for the interest. Lloyds told us Mr P has one annual direct debit and one monthly direct debit – so he didn't qualify. Mr P says he wasn't told this when he upgraded his account.

Lloyds explained to Mr P in a letter that direct debits have to come from different “*originators*” - and bearing in mind general bank processes - I'd expect this to mean separate direct debit mandates. So Mr P's suggestion that a single direct debit payment could be split into two separate direct debit payments wouldn't be enough – because it would only need one mandate.

He says this requirement isn't very clear. But I think the terms in the welcome pack do show the direct debit payments have to be separate.

Unfortunately, Mr P didn't receive the letter explaining how the interest was to be added. And so Lloyds agreed to pay him £25 for the inconvenience.

And Lloyds paid back an interest adjustment for £101 for not telling him how interest would be added to his account when he upgraded it. And it also paid him £50 as compensation for the inconvenience this caused.

So I don't think I can ask Lloyds to do anything more for Mr P for this part of his complaint.

Mr P added he wanted to know why a payment made by a debit card wasn't enough to satisfy the criteria because consumers think a debit card payment is the same as a direct debit. But our adjudicator explained a consumer wouldn't need a mandate to make a debit card payment, so it wouldn't qualify as being one of the two required direct debit payments. And I do agree with her.

Taking everything into account, I think Lloyds has done enough to put things right. And I'm not going to ask it to do any more.

### **my final decision**

My final decision is I that I do not uphold this complaint and I make no award against Lloyds Bank PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 4 January 2016.

Amrit Mangra  
**ombudsman**