

### **complaint**

Mr J complains that Lloyds TSB Bank Plc did not send him a paying in book when he asked for one and as a result he was unable to make payments to repay his debt which is now the subject of court proceedings. Mr J asks that Lloyds TSB restores his credit files and pays compensation.

### **our initial conclusions**

The adjudicator did not recommend that the complaint should be upheld, saying that Mr J could have made repayments by other methods.

Mr J did not agree, saying that Lloyds TSB caused the problems by not replacing his paying in book, not informing him when the debt was transferred to a debt collection agency and not offering him another payment method. Mr J says that Lloyds TSB should pay compensation for the inconvenience it has caused him and that Lloyds TSB's goodwill offer of £50 for not providing a paying in book when it was first requested is not sufficient.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mr J and Lloyds TSB have provided.

It is not in dispute that Lloyds TSB did not send a replacement paying in book when Mr J requested one. So, I have to decide what compensation is fair and reasonable.

Mr J is responsible for repaying his debt, and there are a number of ways in which he could have made his repayments. I am not persuaded from the evidence that Mr J responded to letters from Lloyds TSB or debt collection agencies or made reasonable efforts to repay his debt. So, I am not persuaded that Mr J's failure to repay his debt was due to him not having a paying in book. I find that Lloyds TSB's goodwill offer of £50 compensation to Mr J for not sending a paying in book when he requested one is fair and reasonable in the circumstances.

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

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr J either to accept or reject my decision before 30 July 2013.**

*Ruth Stevenson*

*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.