

complaint

Mrs P complains that Lloyds Bank plc can't show her the original contracts she signed when opening her accounts.

background

Mrs P says that Lloyds should be able to show her the original contracts she signed when she opened her accounts. She says that if Lloyds can't show her these contracts, that means she doesn't owe Lloyds any money.

Lloyds says it can't provide Mrs P with the originals she signed, and it says it's under no obligation to do so. It says that this doesn't mean that the agreements with Mrs P can't be enforced, and Mrs P still owes it money.

Our adjudicator said that she couldn't agree that Lloyds should write off Mrs P's debt just because it didn't have the original contracts she signed.

Mrs P didn't agree with the adjudicator, so the case was passed to me for a final decision.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. I have reached the same conclusion as our adjudicator, and for the same reasons.

Mrs P says Lloyds has to write off her debts if it doesn't have the original contracts. She is asking the ombudsman service to tell Lloyds that her debt isn't enforceable. I'm afraid that it isn't within the powers of the ombudsman service to decide whether or not a debt is legally enforceable. Mrs P would need to ask a court to do that. I can't tell Lloyds not to enforce this debt for the reasons Mrs P gives.

I can look at what is fair and reasonable in the circumstances of this case. Mrs P was using her accounts with Lloyds until the end of 2014, when the accounts were closed. There is no suggestion that anyone else has been using the accounts. She has spent the money. So it's not unfair if the bank asks her to pay it back.

Mrs P is very concerned about what the bank might do with the money it has received for her debts, and how it might invest that money. The ombudsman service only looks at the relationship between the bank and the customer, so I can't consider what the bank might use the money for when Mrs P pays it back. That wouldn't form part of Mrs P's relationship with the bank.

I know Mrs P will be disappointed, but I don't uphold her complaint.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs P to accept or reject my decision before 29 June 2015.

Esther Absalom-Gough
ombudsman