

The complaint

Mr W complains that Lloyds Bank PLC failed to close his bank accounts when he requested it to.

What happened

Mr W says he emailed Lloyds and asked it to close a bank account in 2017. When this didn't happen Mr W complained to Lloyds, and it upheld the complaint and said it would close the account and paid Mr W £80 for the inconvenience this had caused him.

Mr W brought the complaint to the Financial Ombudsman Service and one of our Investigators looked into things. During the investigation Mr W explained that in early 2023 he'd asked for other bank accounts with Lloyds to be closed, but these had also remained open. Our Investigator sent Lloyds the details of the accounts Mr W wanted closing and Lloyds said it would close the accounts. Lloyds offered to pay Mr W a further £75 for the additional inconvenience caused to Mr W and asked the Investigator to pass on its apology. Our Investigator thought this was a fair and reasonable offer to resolve the complaint.

Mr W asked that an Ombudsman decides the complaint.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I understand that Mr W will be disappointed, but for very much the same reasons given by our Investigator I've decided that the payment of £80 Lloyds has already made, together with an apology and the offer to pay Mr W an additional £75 is a fair and reasonable resolution to this complaint. I will now explain why.

Lloyds accepts it didn't close one of Mr W's accounts when he requested it be closed in 2017. Lloyds also accepts that when Mr W asked it to close other accounts in early 2023 it didn't close the accounts. So, I don't need to decide whether Lloyds did anything wrong as it has accepted that it did. Instead, I have to consider whether the remedy Lloyds has proposed is a fair and reasonable one.

Mr W feels that Lloyds should pay him £200 for each of the accounts it failed to close. However, I consider that it's fair and reasonable that any remedy should reflect the overall impact on Mr W and not individual events. This is in line with guidance we publish on our website about on how we may award compensation for distress and inconvenience <https://www.financial-ombudsman.org.uk/consumers/expect/compensation-for-distress-or-inconvenience>

I've not seen any evidence that Mr W suffered any financial loss as a result of Lloyds failing to close his accounts when requested. However, I'm satisfied that Mr W has had to contact Lloyds more times than he needed to get the accounts closed. I've seen several emails between Mr W and Lloyds in this regard and I'm persuaded that this caused Mr W more than

the levels of frustration and annoyance he might reasonably expect in his own day-to-day life. In my opinion, the impact on Mr W has been more than just minimal. Lloyds has apologised for its mistakes and has paid Mr W £80. I understand that Mr W doesn't accept Lloyds apology, but Lloyds has also made an offer to pay Mr W a further £75 for the distress and inconvenience these mistakes caused him. Taking into account all of the circumstances of this complaint I think this is a fair and reasonable offer.

My final decision

Lloyds Bank PLC has already made an offer to pay Mr W a further £75 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that Lloyds Bank PLC should pay Mr W £75.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 16 January 2024.

Paul Lawton
Ombudsman