

The complaint

Miss B complains about Lloyds Bank PLC's response to various events dating back to the 1990s and relating primarily to insurance she took out through them.

What happened

The background to this complaint is well known to both parties, so I'll provide only a brief summary here.

In short, Miss B says she made claims under her home insurance policy in 1991, 1992, 1995, 1998 and at an unspecified time in the same period. She also made a claim for legal assistance in a case against her employer – again in the 1990s.

She says Lloyds, who sold her the policy, did nothing to assist her with those claims.

She says she was robbed in a Lloyds Bank branch in 2022 and staff did nothing to assist her or to prevent the robbery.

And she says Lloyds have unfairly discriminated against her on racial and religious grounds.

Miss B has complained to Lloyds about all of these matters except the alleged robbery in 2022. Lloyds didn't uphold her complaint.

Miss B wasn't happy with this and brought her complaint to us. Our investigator looked into it and didn't think Lloyds had done anything wrong.

Miss B disagreed and asked for a final decision from an ombudsman.

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'll deal with the events relating to Miss B's insurance claims in the 1990s first.

Normally, we're unable to consider complaints brought to a business (and then to us) more than six years after the events in question or three years after the complainant became aware they had cause to complain.

Nor can we consider complaints brought to us more than six months after a business gave the complainant their final response to the complaint.

The events in the 1990s Miss B complains about are clearly more than six years ago. However, Lloyds have no records relating to any complaints Miss B *may* have brought to them in that period.

This is entirely understandable given that all businesses have to delete records after a period of time to comply with legal Data Protection requirements.

However, it does mean that it's conceivable that Miss B complained to Lloyds within six years of each event.

And that they didn't provide her with a final response (or responses) to any complaints she made – so not triggering the start of the six month period Miss B has to bring her complaint(s) to us if she remains dissatisfied.

So, despite the age of these events, we have to assume Miss B's complaint is within our jurisdiction. We have explained this position to Lloyds.

That said, there is no evidence at all of any wrong-doing on Lloyds' part when Miss B made these various insurance claims. Lloyds weren't the underwriter for Miss B's policy and they wouldn't have made the claim decisions about which Miss B appears to be concerned.

Miss B's own recollections appear to be at best rather vague about what part Lloyds played. And, as I say, there is absolutely no other evidence to suggest Lloyds acted in any way unfairly or unreasonably towards Miss B.

Similarly, there's no evidence available at present to suggest that Lloyds have discriminated against Miss B on grounds of religion or race.

Miss B hasn't pointed to any particular action(s) or omission(s) that she thinks may demonstrate such discrimination. And it appears from the evidence we have that Lloyds' handling of Miss B's recent complaint to them has been professional, polite and at all times justified by the facts and information before them.

Miss B's allegation is of course a very serious one and should be fully and properly considered.

If Miss B has any further information or evidence which might substantiate her allegations of discrimination and/or allow Lloyds to investigate them, I'm sure Lloyds will consider that. But as things stand, I can't justifiably say that Lloyds have acted unfairly towards Miss B.

Miss B hasn't complained to Lloyds about the alleged failure of their staff to act when she was robbed in their branch in 2022 (less than six years ago).

So, we can't consider that issue as yet. The FCA's dispute resolution (or DISP) rules, which govern the way our service operates, say that we can't consider a complaint unless and until the business concerned has had a chance to consider it – and potentially resolve it – first (unless the business consents to our doing so).

That complaint may not fall within our jurisdiction in any case since it's not immediately clear that it's about a regulated activity - or the provision of a financial service. But Miss B is entitled in future to bring to us any complaint she's already brought to Lloyds, should she wish to do so.

My final decision

For the reasons set out above, I don't uphold Miss B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 24 November 2023.

Neil Marshall

Ombudsman