

The complaint

Mr W complains that Lloyds Bank PLC ("Lloyds") set up the "Save the Change" service on his account without his knowledge and that payments have been made to a third party for an extended period of time.

What happened

Mr W discovered that a Save the Change service had been set up on his account. The Save the Change service was set up in 2010 when the account was in the joint names of Mr W and his wife. The account was changed into Mr W's sole name in May 2012 when he and his wife separated. The final deduction from the Save the Change service was made on 24 December 2021.

Mr W says he instructed Lloyds to sever financial ties with his wife but the Save the Change Service continued to operate with the deductions going to a third party account.

Mr W complained to Lloyds about this but Lloyds didn't think it had done anything wrong and wouldn't refund the money.

Mr W was dis-satisfied with this and brought his complaint to this service.

One of our investigators looked into Mr W's concerns and reached the conclusion that although they can't say who set up the Save the Change service it would've had to have been set up by an authorised party to the account.

And because the Save the Change service had been set up on a joint account the service terms allowed Lloyds to apply Save the Change to any debit cards issued to the joint account holders on the account. And as such they didn't think Lloyds had done anything wrong.

Mr W disagreed and has asked for an ombudsman's decision.

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.

Having considered everything provided, I've decided not to uphold Mr W's complaint.

My role is to look at the problems Mr W has experienced and see if Lloyds has done anything wrong. If it has, I would seek – if possible - to put Mr W back in the position they would've been in if the mistakes hadn't happened. And I may award modest compensation that I think is fair and reasonable.

In this particular case I don't think there is anything more of use or value that I can add to what our investigator has already said. The Save the Change service was set up on a jointly

held account and as such either party was authorised to register for the service and in this case it hasn't been possible to tell which account holder registered for the service.

I can see from Lloyds internal notes that in May 2012 Mr W requested Lloyds remove his partner from the joint account and that the account was duly registered in his sole name. But I can't see any instructions or anything in the notes requesting a stop on the Save the Change service.

I can see that every deduction made from the Save the Change service is shown on Mr W's bank statements for the past 10 years. If Mr W hadn't known about this service before or had asked for it to stop, I would've thought he would've raised this with Lloyds much sooner than he did. Ultimately, Mr W has to take some responsibility for the management of his account and that includes looking out for transactions that he hasn't authorised.

So because I haven't seen any evidence to show me Mr W requested the Save the Change service to stop or that he didn't authorise the registration of it I can't say Lloyds has done anything wrong.

So overall and having considered everything I do not uphold Mr W's complaint.

My final decision

For the reasons I've explained I've decided not to uphold Mr W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 16 August 2022.

Caroline Davies
Ombudsman