

## **The complaint**

Mr J complains about the service he received from Lloyds Bank Plc when he made an international money transfer (IMT).

## **What happened**

Mr J authorised an IMT for £2,168.41 via his on-line banking at 08.42am on 24 August 2023. He called Lloyds to cancel the transfer at 11.01am the same day due to a dispute with the beneficiary of the funds. But by this time Lloyds says the payment had already been sent.

Lloyds tried to recall the payment on Mr J's behalf, but the receiving bank couldn't return the payment as the beneficiary didn't agree to the funds being returned. Mr J complained to Lloyds as he feels it should be doing more to help him get his money back.

Lloyds didn't think it had done anything wrong and so it didn't uphold the complaint. It said that Mr J's payment was authorised by him and was sent to beneficiary details he had provided. And that payments sent electronically using on-line banking is the same as paying in cash. It confirmed that it had tried to recall the payment on a best endeavours basis, but the beneficiary bank said its customer refused to return the payment. Unhappy with the response, Mr J referred the complaint to this service.

One of our investigators looked into the matter but he didn't uphold the account. He noted that Mr J had authorised the transaction and that by the time he called to cancel it the payment had already been sent. He added that Lloyds had attempted to recall the payment, but this had been unsuccessful. Overall, he didn't think that Lloyds had made a mistake.

Mr J didn't accept the outcome. He said he expected Lloyds to provide a higher level of support and guidance given the complexity and sensitivity of IMT's and to be more proactive in helping find a solution to get his money back. He said the matter had caused a lot of distress in addition to the financial loss. The investigator considered what Mr J had said, but he didn't change the outcome he had reached. He didn't think Lloyds had shown a lack of duty of care as it had followed its process for dealing with IMT's.

As agreement couldn't be reached, the complaint has been passed to me to decide.

## **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 done so, I've reached the same overall conclusion as the investigator. To uphold Mr J's complaint, I'd have to be satisfied that Lloyds had done something wrong or treated him unfairly. And I don't find that it did. I know Mr J will be disappointed as I can see how strongly he feels that Lloyds let him down. So, I'll explain why.

It's not in dispute that Mr J made the IMT via his on-line banking facility which doesn't involve any human interaction with Lloyds' staff. And I haven't seen anything to suggest that

Mr J spoke to a member of staff before making the transfer to discuss any alternative options of making the payment. So, I'm not persuaded that Lloyds should have provided a higher level of support and guidance as Mr J has suggested.

IMT's are accepted on an irrevocable basis. This is confirmed in Mr J's account terms and conditions - which he would have agreed to when he opened the account. It is sometimes possible to cancel an IMT if the cancellation instruction is received before the transfer is sent. But, in Mr J's case, Lloyds has provided evidence that it received Mr J's instruction at 08.42am and that the payment was sent at 09.24am. So, by the time Mr J called to cancel it at 11.01am, I'm satisfied Lloyds was unable to cancel the transfer as it had already been sent.

But I would expect Lloyds to attempt to recall the transfer. But if payment has already reached its destination this will require co-operation from the recipient of the money. And Lloyds has shown that it contacted the beneficiary bank, and it has provided a copy of the receiving bank's response. I'm satisfied the receiving bank's response confirms the beneficiary refused to return the funds.

I can see Mr J expected Lloyds to be more proactive in assisting him to get his payment back. From what I've seen, the dispute here is between Mr J and the third-party the money was being sent to. And Lloyds did explain that as the beneficiary was overseas it wasn't best placed to offer guidance on his next steps. And I agree. In attempting to recall the transfer on Mr J's behalf, I'm satisfied Lloyds has done what I would expect it to do in the circumstances.

I appreciate that Mr J has said that not only has he incurred a financial loss, but he has also suffered distress and inconvenience. And I do empathise with his situation. But, in light of the above, I don't find this is a result of anything Lloyds did wrong. So, I won't be telling Lloyds to take any further action in respect of this complaint.

### **My final decision**

For the reasons given above, I don't uphold Mr J's complaint about Lloyds Bank PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 1 April 2024.

Sandra Greene  
**Ombudsman**