

The complaint

Mr G complains that Lloyds Bank PLC is holding him liable for transactions which he says he didn't authorise.

What happened

The background to this complaint is well known to both parties, so I won't repeat everything here. In brief summary, Mr G has said that in July 2019 transactions totalling £1,100 were debited from his account which he didn't authorise. Mr G complained to Lloyds and they couldn't reach agreement about things, so Mr G referred his complaint about Lloyds to us. Our Investigator couldn't resolve the matter informally, so the case has been passed to me for a 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 done so, I don't uphold this complaint.

Generally speaking, Lloyds is required to refund any unauthorised payments made from Mr G's account, and Mr G should only be responsible for transactions made on his account that he has authorised. Those rules are set out in The Payment Services Regulations 2017. Mr G says he didn't authorise the transactions he's disputed. So, I have to decide whether or not I think Mr G authorised these disputed transactions.

The first of the disputed payments happened on 10 July 2019. As our Investigator explained, Lloyds has provided us with a recording of a telephone call it received from Mr G on that day to make this payment. I've listened to this call, and I'm satisfied it was Mr G on the call, and that he authorised this payment for £500 – he authenticated and consented to this payment.

The second of the disputed payments is on Mr G's bank statements for £300 on 15 July 2019. Again, as our Investigator explained, Lloyds has provided us with a recording of a telephone call it received from Mr G to make this payment. Again, I've listened to this call, and, again, I'm satisfied it was Mr G on the call, and that he authorised this payment for £300 – he authenticated and consented to this payment.

Lloyds has said all the disputed payments were made over the phone. I've no reason to doubt this. I've considered everything Mr G has said, including that he's said he was in hospital for a prolonged period from July 2019. But the telephone recordings I've referred to above are very clear. There's very clear evidence Mr G authorised the first two of the disputed transactions (when he's said he didn't). And I've not seen anything that persuades me anyone else, other than Mr G (even if he's forgotten now), made any of these disputed payments. So, in this case, I'm satisfied that I can't reasonably reach any other conclusion than it is fair for Lloyds to regard these transactions as authorised by Mr G and to hold him responsible for them.

Our Investigator also pointed to Mr G not raising these disputed transactions with Lloyds until more than 13 months after they happened. And, indeed, under The Payment Services Regulations 2017, Mr G can, as an independent reason, be held liable for disputed transactions made more than 13 months before he reported them. The evidence I've seen persuades me that Mr G first reported these disputed transactions to Lloyds in October 2020, which is more than 13 months after they occurred. But there's no need for me to comment on this further, since I'm satisfied anyway, for the reasons I've already explained, that I can't uphold this complaint.

My final decision

For the reasons explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 27 May 2024.

Neil Bridge
Ombudsman