

## **The complaint**

Mr H says Lloyds Bank PLC (“Lloyds”) refuses to refund him for transactions on his account he says he didn’t authorise.

## **What happened**

The facts of this complaint are well known to both parties, so I won’t repeat them in detail here.

In short, Mr H says two loans were taken out in his name and the money was deposited into his Lloyds account. Then four unrecognised transactions were made from his account between 13 June and 26 June 2024, for a total of £9000 to unknown payees. Mr H says he didn’t make these payments and would like Lloyds to chase the recipient and return the monies so he can pay it back to the loan companies.

Lloyds says it has considered the evidence available regarding the transactions in dispute and this shows the payments were made via Mr H’s online banking using his trusted device via an IP address used for other genuine activity. And as Mr H has said he hasn’t shared his online banking details, nor has anyone else had access to his device, it has held him responsible for these payments.

Our investigator reviewed all the evidence and information supplied by both parties and felt this wasn’t a complaint he could uphold. Mr H wasn’t happy with this outcome, so the complaint has been passed to me for a final 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.

Generally speaking, Lloyds is required to refund any unauthorised payments made from Mr H’s account. Those rules are set out in the Payment Service Regulations 2017. Mr H said he didn’t carry out the transactions in dispute. I then have to give my view on whether I think Mr H did authorise the transactions or not.

Lloyds has provided evidence showing that the four transactions in dispute were made via online banking on 13, 17, 25, and 26 June 2023. The evidence also shows that they were made on Mr H’s trusted device which was the only device registered on his account since March 2023. This means whoever made these payments had access to Mr H’s device on four separate days and were aware of his online banking log in details. Mr H says he hasn’t shared this information with anyone else and no one else has had access to his device. He says he hadn’t received any suspicious phone calls, SMS or emails and that he is always conscious of fraud calls and messages. So, as I have no persuasive evidence of how any other third party would’ve been able to make these transactions, it seems likely that the transactions were made by Mr H.

Lloyds has also provided evidence that genuine, undisputed payments were made from the same device online just moments before some of the disputed activity. So, it seems Mr H had his device on his person during this time. There is no evidence of any password changes or memorable name changes, and no new devices were added to the account. I've also seen that the transactions were not made in quick succession, as we'd expect when a fraudster gains access to someone's account, but over the space of two weeks. And having looked at everything together I am not persuaded these transactions were unauthorised.

Mr H is unhappy Lloyds hasn't followed the money and claimed it back from the recipients. However, as the evidence suggests it's likely Mr H was responsible for the transactions, there is no requirement on Lloyds to try to recover the money.

I know this outcome will come as a disappointment to Mr H, but for all the reasons outlined above, I think it's likely the transactions were authorised, so I won't be asking Lloyds to refund any of the money.

### **My final decision**

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 26 June 2025.

Sienna Mahboobani  
**Ombudsman**