

## **The complaint**

Mr S complains Lloyds Bank PLC (“Lloyds”) didn’t do enough to protect him when he fell victim to a scam.

## **What happened**

The circumstances are well known by both parties, so I haven’t summarised everything here.

Mr S says he runs a football team based overseas. He said his social media invites sponsorship for the team and he was approached by someone I’ll refer to as B, about the possibility of sponsorship. Mr S said he and B discussed an overseas tournament for the team whereby B would fund 60% of the associated fees and Mr S’s academy would fund the rest.

Mr S said B introduced him to the event organiser and shared paperwork on the event. Mr S said he understood that his team along with others would travel to meet in one country before travelling together to the host country of the tournament.

Mr S said he made several payments from his account with Lloyds via money transfer services totalling £36,578.84 but later told us the payments totalled £38,371.15. Mr S also said the funds weren’t all his own and I’ve seen evidence of a fundraising page for the team on a known fundraising platform. He explained the event was due to take place in March 2023, but B postponed it several times leading Mr S to question his professionalism and believe he’d been scammed.

Mr S complained to Lloyds, and his complaint wasn’t upheld. Unhappy with Lloyds’ response, Mr S raised the matter with the Financial Ombudsman Service. One of our Investigators looked into the complaint and didn’t uphold it. They said they weren’t persuaded Mr S had been the victim of a scam.

As an agreement could not be reached, 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.

I’m sorry to hear of what’s happened to Mr S, and I understand why he feels the money should be refunded. However, I don’t find that Lloyds has acted unfairly in declining Mr S’s claim and deciding not to refund the money. I’ll explain why.

I would like to say at the outset that I’ve considered this case on its own merits and have summarised it in far less detail than the parties involved. I want to stress that no discourtesy is intended by this. It’s simply because my findings focus on what I consider to be the central issues in this complaint – that being whether Mr S was the victim of a scam and if Lloyds is responsible for the loss he claims to have suffered.

Where the evidence is incomplete, inconclusive, or contradictory, I must make my decision on the balance of probabilities – that is, what I consider is more likely than not to have happened in the light of the available evidence and the wider surrounding circumstances.

In line with the Payment Services Regulations 2017, consumers are generally liable for payments they authorise. Lloyds is expected to process authorised payment instructions without undue delay. But they also have long-standing obligations to help protect customers from financial harm from fraud and scams. Those obligations are however predicated on there having been a fraud or scam. And so, it would only be reasonable for me to consider whether Lloyds is responsible for the loss Mr S claims to have suffered if, indeed, he has been scammed. I've therefore considered whether Mr S was a victim of a scam.

I've also thought about the Contingent Reimbursement Model which is a voluntary code which Lloyds is a signatory of. The code doesn't cover card payments and so isn't relevant here.

Whether someone has been scammed or the matter is a civil dispute can be finely balanced. In this instance Mr S knowingly made the payments, so they are authorised push payments (APP). But for me to be satisfied someone has been the victim of an APP scam, I need evidence to show the customer has been dishonestly deceived about the purpose of the payments at the time they were made. And based on what I've seen I'm not persuaded that was the case.

It's clear Mr S made the payments with the intention of the football team he runs playing in an overseas tournament. I've seen communication between Mr S and B including the tournament invitation from B, the costing split and notification that the tournament was delayed more than once. I don't have anything to suggest that B had another intention for the funds Mr S paid than what was agreed. So I can't fairly conclude that Mr S was dishonestly deceived about the intention of the payments at the time they were made.

Lloyds should protect their customers from fraud and scams – by looking out for unusual or suspicious payments and carrying out additional checks before processing them. But, as I've explained, these obligations are predicated on there having been a fraud or scam. And given I've concluded that these payments weren't made as part of a scam, these obligations don't apply here.

Having said that the list of payments provided by Mr S shows he made many payments over several months. These varied from £14 to £670, and I don't believe a pattern of fraud was present in the payments Mr S said he made such that Lloyds ought to have been concerned that he was at risk of financial harm from fraud. And if Lloyds had intervened and asked Mr S questions about the payments and the surrounding circumstances I think on balance, he would have been able to provide reassurances to Lloyds about the tournament given the correspondence he had around it. It seems Mr S's concerns came later, so I'm not persuaded any intervention from Lloyds would have prevented Mr S from making the payments.

Even if this was a scam, and I'm not saying it was, it's unclear if Mr S used any of his own funds. He said the players and their families made payments to him which he then passed on and as mentioned there was online fundraising. It's also not clear what happened to the funds after Mr S made the payments via the money transfer services. So, I can't fairly conclude Mr S lost funds as the result of what happened.

I'm sorry to hear of what's happened to Mr S and the impact it's had on him, and I understand why he feels the money should be refunded, but without evidence a scam took place I can't consider Lloyds's actions regarding the payments he made towards the tournament.

### **My final decision**

My final decision is that I do not uphold this complaint against Lloyds Bank PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 24 October 2025.

Charlotte Mulvihill  
**Ombudsman**