

The complaint

Ms G complains that Lloyds Bank PLC have held her responsible for payments made from her account.

The background to this complaint are well known to both parties. So, if there's a submission I've not addressed; it isn't because I've ignored the point. It's simply because my findings focus on what I consider to be the central issues in this complaint – that being whether Lloyds was responsible for Ms G's losses here.

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 agree with the conclusions reached by our Investigator, and for largely the same reasons.

I've read and considered the whole file. But I'll concentrate my comments on what I think is relevant. If I don't mention any specific point, it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is a fair and reasonable outcome.

According to Lloyds, when Ms G raised the claim, on 09 January 2025, she said her phone was stolen on 05 January 2025 between 4pm and 5pm. Lloyds added that when it spoke to Ms G whilst it was investigating the complaint she told it the phone was stolen on 04 January 2025.

Our Investigator said that Lloyds hadn't treated Ms G unfairly here by not agreeing to refund her the disputed payments. That's because when Ms G brought her complaint to this service, she said on her complaint form that she was the victim of a scam and had made a payment from her Lloyds account to another account in her name and then to the scammer. Ms G had then said that her phone was stolen which meant her testimony wasn't very persuasive. Our Investigator added that there were also some genuine payments taken from Ms G's account after she had told Lloyds her phone had been stolen.

Ms G says that her phone was stolen and that because English isn't her first language she had made a mistake on the complaint form when submitting her complaint to this service. She also provided screenshots of her mentioning that her phone was stolen to friends and that she was trying to recover access to her messages and her account.

A consumer should only be responsible for transactions made from their account that they've authorised themselves. Ms G has said she didn't give any permission for the transactions in dispute to be made but Lloyds believes she did. My role then is to give a view on whether I think Ms G more likely than not authorised the transactions, based on the evidence I have available.

Putting aside the inconsistent testimony Ms G provided to this service when raising the complaint (when she said she was scammed), I'm not persuaded there's sufficient evidence for me to ask Lloyds to refund the payments to her. I can see that Ms G said she would provide further evidence of her attempting to report the theft of her device but hasn't done so.

Even with that evidence I don't think the complaint should be upheld. Ms G told Lloyds that when her phone was stolen it wasn't open and no one knows her password to the device or internet banking. I've also seen evidence of both genuine day-to-day transactions on her Lloyds account that haven't been disputed after the time Lloyds were told the phone was stolen.

Ms G said that she didn't know about the transactions and her account being used by a third-party until she logged the claim with Lloyds on 09 January 2025 but there was an IP address that was used to log into her online banking both before and after the phone was said to have been stolen and the money transferred. So, I don't find it likely she logged in and didn't see the payments she is disputing.

As a result of the above, I don't think I can reasonably say that Lloyds treated Ms G unfairly here by not refunding her.

I appreciate this will likely come as a disappointment to Ms G, and I'm sorry to hear of the situation she's found herself in. However, Lloyds wasn't aware of these circumstances at the time of the payments so I can't hold it to a higher standard here. In the circumstances of this complaint, I do not consider it would be fair and reasonable to hold Lloyds responsible for her loss.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 11 March 2026.

Mark Dobson
Ombudsman