

## The complaint

Mrs H has complained that Zopa Bank Limited (Zopa) is holding her liable for a loan she says she did not knowingly take out.

## What happened

Mrs H says she responded to an investment opportunity she saw advertised on television. She says she called the number displayed and was assisted by an individual who helped her enrol onto a trading platform. She says she initially invested £200 and was told a portfolio had been opened for her.

She mentions she was subsequently contacted by another individual claiming to be a trader. And at their instruction, she downloaded the AnyDesk remote-access application onto her phone and computer. She says this provided the third party with full access to her devices but did not know what it was and did not do any research into it.

Mrs H says she trusted the individual with further investments and continued to correspond with them over the phone and WhatsApp with the intention of investing into cryptocurrency. Mrs H says she first became aware of a loan in her name with Zopa in December 2024 when she noticed a payment towards the loan leaving her bank account. She said she had been away in November and had not checked earlier statements.

She believed she was expecting investment returns in December, and when attempts to contact the traders and the supposed investment company went unanswered, she realised she had been scammed. She then contacted her bank, who referred her to Action Fraud and advised her to contact the loan provider.

Mrs H raised concerns with Zopa after realising she had been scammed.

After reviewing what had happened, Zopa told Mrs H she remained liable for the loan.

Zopa explains that a loan application was received for £20,000 on 4 October 2024 that required Mrs H to provide a valid form of ID, and Mrs H presented her driving license. And during a call with Zopa Mrs H confirmed that her details were correct and that she had made the application. She also confirmed the loan wasn't going towards an investment into cryptocurrency.

Mrs H has brought her complaint against Zopa to this service along with other complaints relating to loan applications made with other providers around the same time - that she also says she had no knowledge of. Mrs H states that all the applications were made as part of the scam.

Our investigator considered Mrs H's complaint against Zopa but did not uphold it. She was of the view that Mrs H had knowledge of the loan application.

Mrs H asked for an ombudsman to review the complaint.

## **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.

The rules allow me to investigate and review evidence from different cases if they're linked to the same circumstances which is the case here.

So, I've also considered evidence presented on the other cases Mrs H has referred to this service, to understand the detail of what happened.

Based on the evidence, I have reached the same conclusion as the investigator in that Zopa acted reasonably, and the complaint is not upheld.

I realise this will be upsetting for Mrs H to hear, and I don't doubt that Mrs H fell victim to a cruel scam. I know this cannot have been easy for her and she has my sympathy. I hope she is getting the support she needs. But it's worth keeping in mind that it's ultimately the scammers who are primarily responsible for the loss Mrs H has experienced. And in this case, I can only consider what Mrs H and Zopa are responsible for.

My role here is to determine, whether Zopa acted fairly and reasonably in holding Mrs H liable for the loan. And in doing so, I've carefully reviewed all the evidence presented, to get an understanding of what happened so I can understand the sequence of events fully.

I've also considered Mrs H's very detailed response to our investigators view and I'm very aware that I have summarised this complaint in far less detail than Mrs H has. But I'd like to assure Mrs H, I've focussed on what I think are the key issues here. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome. I will, however, refer to those crucial aspects which impact the decision I'm making. Our rules allow me to do this.

Under consumer credit legislation, a customer cannot be held liable if a loan is taken out by an unauthorised party. So, my key consideration here is whether Mrs H applied for the loan with Zopa or knowingly permitted someone else to act on her behalf.

Mrs H says she downloaded AnyDesk to her phone and computer on the instruction of the scammer. But it seems she did not realise the implications of doing so at the time. Mrs H mentions that she was unaware it was a loan application in her name, which was being made with Zopa, and it only came to her attention when she realised, she had been scammed.

I have considered what Mrs H has said, but the evidence that Zopa has presented does not reflect this. In particular, I have listened to a call Zopa had with Mrs H prior to the loan being approved and, it seems like there is some inconsistency with what Mrs H has said to us and what actually happened.

I note that during this call on 9 October 2024, Mrs H did not dispute the loan application that had been made using her personal details, and that she would be responsible for making repayments towards the loan debt in the future. Instead, she reassured the bank that she was taking the loan for home improvements and that she had made the application herself.

She also confirmed, when asked by Zopa, that she had no intention to invest the money into cryptocurrency and this enabled the loan application to be approved in her name.

But on a further call with Zopa on 14 January 2025 – made once Mrs H realised she had been scammed – I note she says she had never spoken to Zopa about the loan application before. During the call she explains that the scammer mentioned that more money was required to fund the investment and that she could take out a loan – and that they would do this for her.

Having considered the evidence presented at length, this indicates she was aware of the loan application with Zopa and of the funds that were subsequently credited to her account. I say this because during the call she also states she was told that the loan was later going to be covered using proceeds from her investment. Which seems to contradict what Mrs H has told us here about having no knowledge of the loan or the transfer of the money into her bank account and suggests to me that she was aware the loan had been approved in her name and deposited into her bank account. So, I'm satisfied Mrs H was aware that a loan application had been made in her name.

Zopa has also presented evidence to show that a direct debit instruction for the repayment of the loan, was also set up to come out of her existing bank account. And I'm conscious that although the funds were paid into her bank account, no concerns were raised with either Zopa or her bank.

Mrs H mentions she should not be held liable for the loan, in the sense that she did not sign any loan agreement with Zopa. With the benefit of hindsight and realising that she's been the victim of an elaborate scam, I can understand why Mrs H thinks that. But the issue here is that at the time of the application, as far as Zopa was concerned, it was a legitimate application. Zopa spoke to Mrs H and manually verified the application, which subsequently satisfied Zopa's loan application requirements.

Given everything presented, I also don't think Zopa would have been alerted to anything to suggest that the loan was being applied for because of a scam. And I think Zopa acted in good faith, based on the information it was given and had no reasonable basis to believe the application was fraudulent at the time it was approved. Her correct details were provided – including a copy of her driving licence, the funds were paid to her genuine bank account, a direct debit mandate was set up, and the application passed all the checks. So, I'm not persuaded there was cause for Zopa to suspect anything untoward.

It seems what happened here relied on Mrs H willingly providing access to her devices, personal information and valid ID. So, this is not something Zopa could realistically have detected.

Even if I were to accept that Mrs H might not have physically submitted the loan application herself, according to the evidence presented, I remain satisfied she was aware of the loan application. So, it would be fair and reasonable for Zopa to hold her responsible as she had the opportunity to stop and question the loan application and to stop it being transferred on. And it's clear, that instead she allowed the transfer of the loan funds once they received into her account and it was Mrs H's intention to invest the proceeds into cryptocurrency – albeit later realising it wasn't a legitimate investment.

As I can't fairly hold Zopa responsible, I can't reasonably tell them to write off the loan in these circumstances.

Finally, I appreciate that Mrs H has mentioned that a different loan provider has reimbursed her for a loan taken out fraudulently in her name as part of this scam and so Zopa should do the same. But I want to clarify that all cases are considered based on their own merits. Here I have considered what I think is fair and reasonable based on all the evidence presented.

I'm aware this has been a very difficult time for Mrs H and that the impact of the scam has been significant, and I'd like to assure her I haven't taken this decision lightly.

Zopa should be mindful of the position Mrs H finds herself in. I would expect Zopa to be sympathetic to Mrs H and consider her circumstances prior to deciding on an appropriate repayment plan which is agreeable and reasonable to both parties.

### **My final decision**

For the reasons explained above, I do not uphold Mrs H's complaint against Zopa Bank Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 19 March 2026.

Sukhdeep Judge  
**Ombudsman**