

The complaint

Mrs H has complained that Lendable Ltd (Lendable) are holding her liable for a loan that was taken out in her name without her consent.

What happened

Mrs H says she fell victim to a scam after expressing an interest in an investment opportunity she saw advertised on the television.

On calling the number shared in the advert, Mrs H says she was introduced to someone who sent her a link, and she paid £200 to enrol to the service provided and was told that an investment portfolio would be opened in her name. She says she was then contacted by another person who she believed was a legitimate trader.

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. She says she was asked to download the AnyDesk app on her phone and computer, which allowed the so-called trader access to her devices.

Mrs H says that she first became aware of this loan taken out in her name with Lendable in December 2024, when she noticed a repayment towards the loan leave her bank account. She says she was away on holiday in November so had not noticed previous repayments towards the loan leaving her account.

She says that as money she was expecting from the investment to be paid into her bank account in December 2024, did not transpire, she attempted to contact the trader and the investment company she believed she had invested with, but received no replies to her queries. She explains that this was when she first realised she had been scammed.

Mrs H says she initially contacted her main bank account provider – where the loan funds had been deposited - who started an investigation into the matter. She says it referred her to Action Fraud and told her to contact the loan provider so that it may assist her.

Lendable explains that a loan application was received for £10,000 on 1 October 2024 through ClearScore, and following identity checks being met, the proceeds were paid into an existing bank account Mrs H held before being moved on.

Once the loan was approved, Lendable also says it emailed a copy of the loan agreement and pre-contract credit information document to the customer's genuine email address. Mrs H raised concerns with Lendable after realising what had happened and that she had been scammed.

After looking into the matter, Lendable held Mrs H liable for the loan. But Mrs H believes its actions were obstructive.

Mrs H has brought her complaint against Lendable 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 by the scammers. The application made with Lendable was the first of the loan applications that were made.

Our investigator considered Mrs H's complaint against Lendable but did not uphold it. She was of the view that Mrs H had knowledge of the loan application and had verified the application via a link that was sent to her email address and a text message sent to her genuine mobile device.

As Mrs H remained unhappy with the outcome, she asked that an ombudsman consider her 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.

Having done so, I've reached the same outcome as our investigator for broadly the same reasons, in that it is reasonable for Lendable to pursue Mrs H for the loan.

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 to go through 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 Lendable are responsible for.

On considering this matter, my focus has been on the actions of Lendable and whether it acted reasonably towards Mrs H. 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've 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.

Firstly, existing consumer credit legislation states that a customer can't be held liable for a loan if it was taken out by an unauthorised party. So, what I must decide here is whether Mrs H applied for the loan herself or authorised someone else to do so on her behalf.

Mrs H says she downloaded remote access software 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 Lendable, and it only came to her attention when she realised, she had been scammed.

I have considered what Mrs H has said, but on reviewing what Lendable has evidenced and having listened to the call it had with Mrs H, it seems like there is some inconsistency with what Mrs H has said.

I say this because I note she also states she was told that the loan was going to be repaid using proceeds from her investment and she was under the impression that this would mean

the loan would no longer be a concern for her. 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 account by this point.

I note Lendable on investigating the matter requested further evidence from Mrs H to support her claim, including bank statements to show the movement of the loan money once it had been paid into her bank account so that it may consider it further, but says it never received this information despite following up with a further request.

I note that Mrs H says she was advised not to share this information with other companies due to the possibility of being scammed again. And Mrs H says she does not know where the £10,000 was transferred to once it left her bank account but says she guesses it went to another account set up by the fraudster in her name (which I'll call X) - for which she had been provided with a sort code and account number.

She mentions she was told it was set up for the purposes of the cryptocurrency investment and that she saw the account in her name with X on the supposed trading website and it appeared genuine - until she could no longer access or view it. She says she raised concerns with X directly once she became aware of what had happened.

Lendable has provided evidence to show the extent of action it took to verify Mrs H for the loan prior to it being released to her account. In particular, I can see that as part of the application process Mrs H's email address and mobile phone number were separately verified, which involved an email being sent to Mrs H's genuine email address on 1 October 2024 that included a link that Mrs H clicked through to verify her email. And a text message was sent to Mrs H's genuine mobile number a few minutes later, which included a further verification code that was entered to authenticate her phone – and which also included a fraud warning.

But Mrs H says she only received an email to confirm that the £10,000 loan had been approved, and she subsequently forwarded this to the scammer as she was under the impression they were legitimate traders at the time.

Lendable 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.

Here it's important to note, as AnyDesk only allows for screen sharing from an Apple device, it is very unlikely that the scammer had remote access to Mrs H's mobile device, so I am satisfied that Mrs H either authenticated the text message she received or provided the scammer with the details to do so on her behalf. And I'm conscious that although the funds were paid into her bank account, no concerns were raised with either Lendable or her bank. On this basis, I'm satisfied that Mrs H was aware that a loan application had been made in her name.

Mrs H mentions she should not be held liable for the loan, in the sense that she did not sign any loan agreement with Lendable. 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 Lendable was concerned, it was a legitimate application which was verified by Mrs H's responses to its checks, and Lendable has presented information to that effect.

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 funds

crediting her account. So, it would be fair and reasonable for Lendable to hold her responsible as she had the opportunity to stop and question where the money had come from and to stop it being spent. And it's clear, that instead she allowed the transfer of the loan funds once received into her account into the investment – albeit later realising it wasn't legitimate.

On review, I can't see that Lendable had any reason to think it wasn't Mrs H applying for this loan. Her correct details were provided, the funds were to be 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 Lendable to suspect anything untoward. Lendable acted in good faith, based on the information it was given when approving the application. And I think it more likely than not that Mrs H was aware that the proceeds would be invested for her benefit.

As I can't fairly hold Lendable responsible, I can't reasonably tell them to write off the loan in these circumstances. But I find it reasonable that Lendable said it would consider waiving the interest and fee from this loan, should Mrs H be able to provide the information it previously requested.

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 Lendable 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 by Lendable and Mrs H.

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 would like to assure her I haven't taken this decision lightly. But taking everything into account, as I believe it's most likely Mrs H knew about the loan, I can't say Lendable has acted unfairly in holding her responsible for repaying it.

I note Lendable has previously reached out to Mrs H regarding support with meeting the repayments on the loan and that it has been mindful of the position Mrs H finds herself in. I would expect Lendable to continue showing sympathy to Mrs H and consider what has happened prior to deciding on an appropriate repayment plan which is agreeable and reasonable to both parties.

My final decision

For the reasons given, my final decision is not to uphold Mrs H's complaint against Lendable PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 23 March 2026.

Sukhdeep Judge
Ombudsman