

## **The complaint**

Ms S complains that Lloyds Bank Plc won't refund her the full amount of money she lost to a scam.

## **What happened**

The background to this complaint is well-known to both parties, so I won't repeat it in detail here. But in summary and based on the submissions of both parties, I understand it to be as follows.

Ms S complains that she sent several payments to what she thought was a legitimate task-based job.

When Ms S realised she had lost her money, she raised a complaint with Lloyds.

Lloyds looked into the complaint but didn't uphold it. So, Ms S brought her complaint to our service.

Our investigator looked into the complaint but didn't uphold it. Our investigator didn't think the payments were of a value that would've triggered Lloyds automatic payment checking system. He also didn't think it could have recovered the money.

As Ms S didn't agree with the investigator's view, the complaint has been passed to me to decide.

## **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 very aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focussed on what I think is the significant part 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 point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

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 (PSR) 2017, consumers are generally liable for payments they authorise. Lloyds is expected to process authorised payment instructions without undue delay. As a bank, it also has long-standing obligations to help protect customers from financial harm from fraud and scams.

However, there are many payments made by customers each day and it's not realistic or

reasonable to expect a bank to stop and check every payment instruction. There's a balance to be struck between identifying payments that could potentially be fraudulent, and minimising disruption to legitimate payments.

I have reviewed Ms S's account and the payments she made to the scam. Having considered when they were made, their value and who they were made to, I'm not persuaded Lloyds ought to have found any of the payments suspicious, such that it ought to have made enquires of Ms S before processing them. It's important to note that the payments were going to an account in Ms S's name, rather than to a high-risk beneficiary like a cryptocurrency account - which is often what I have seen in scams of this kind.

It is worth noting that even if I were to be convinced (which for the avoidance of any doubt I'm not) that the highest payment Ms S made, or the second payment she made on the same day on 13 August ought to have concerned Lloyds, Ms S has already had more than this amount back from her other complaint. As this money went from this account to Ms S's other account then on to the scammer, Ms S cannot benefit twice from a refund.

Ms S has mentioned she was vulnerable at the time she made the payments. I am sorry to hear of the challenges Ms S is facing. I have considered this point carefully but it doesn't change the outcome I've reached. I'm not aware of any information that satisfies me that Lloyds were aware of any vulnerabilities at the time.

I understand that this will have been upsetting for Ms S. But I've thought carefully about everything that has happened, and with all the circumstances of this complaint in mind I don't think Lloyds needs to pay Ms S any compensation. I realise this means Ms S is out of pocket and I'm sorry she's lost this money. However, for the reasons I've explained, I don't find I can reasonably uphold this complaint.

### **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 S to accept or reject my decision before 01 March 2026.

Tom Wagstaff  
**Ombudsman**