

THE COMPLAINT

Miss A complains that Lendable Ltd ('Lendable') is holding her liable for a loan she says she did not authorise.

Miss A is represented in this matter. However, I will refer to Miss A solely in this decision for ease of reading.

WHAT HAPPENED

On 29 January 2026, I issued a provisional decision not upholding this complaint. I attach a copy of that provisional decision below – both for background information and to (if applicable) supplement my reasons in this final decision. I would invite the parties involved to re-read the provisional decision.

RESPONSES TO MY PROVISIONAL DECISION

Lendable responded stating it agreed with my provisional findings. Miss A's representative, on behalf of Miss A, disagreed with them. Her arguments can be summarised as follows:

- Whilst the scammer's threats are not reflected in the WhatsApp messages, they were made to Miss A over the telephone: "*Miss A was told that the fraudster 'had done this plenty of times' and he was trying to have a normal conversation on whatsapp [sic] to keep her calm and to hide the fact that she was nervous or scared or the money wouldn't be handed over to her.*"
- Miss A should not be held liable for the loan in question as she did not authorise it.

WHAT I HAVE 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.

Miss A's representative states, amongst other things, that Miss A was "*petrified*" and claimed she was told that "*gangs*" would be sent to her home. It was also said that Miss A had been shown images of "*black muscly men that would turn up to her house*" if she did not comply. The representative further submitted that CCTV footage exists which would support these assertions.

I do not accept that the alleged scammer threatened Miss A over the telephone. Having reviewed the WhatsApp messages (see extracts below), there is nothing to indicate that Miss A was acting under any form of duress. One would reasonably expect to see some indication of this. In fact, some of the messages were exchanged after Miss A had been in branch. Those messages suggest she was on friendly terms with the scammers, for example, discussing wedding shopping and joking about needing to "*stick my flirt on*" when speaking to the bank agent over the telephone.

Regarding the points raised about the loan, I repeat my reasons set out in my provisional

findings.

Taking all the above points together, I am not persuaded to depart from my provisional decision.

MY FINAL DECISION

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 13 March 2026.

COPY OF PROVISIONAL DECISION DATED 29 JANUARY 2026

I have considered the relevant information about this complaint.

The deadline for both parties to provide any further comments or evidence for me to consider is 12 February 2026. Unless the information changes my mind, my final decision is likely to be along the following lines.

If I do not hear from Miss A, or if she tells me she accepts my provisional decision, I may arrange for the complaint to be closed as resolved without a final decision.

THE COMPLAINT

Miss A complains that Lendable Ltd ('Lendable') is holding her liable for a loan she says she did not authorise.

Miss A is represented in this matter. However, I will refer to Miss A solely in this decision for ease of reading.

WHAT HAPPENED

The circumstances of this complaint are well known to all parties concerned, so I will not repeat them again here in detail. However, I will provide an overview.

In September 2024, a £3,000 loan was taken out in Miss A's name with Lendable. Miss A says that she had responded to a Snapchat advertisement for an 'investment scheme' promising cash incentives, no upfront payment, 0% interest and no risk. Consequently, Miss A started communicating with an individual who I will refer to as the alleged fraudster in this decision. According to Miss A, the fraudster requested her personal information and online banking login details for verification purposes. She argues that the fraudster then used those details to obtain both the Lendable loan and a £25,000 loan from Lloyds – without her consent. Miss A also argues that she was coerced into withdrawing the loan proceeds in cash (in branch) and deliver them to the fraudster in person.

Miss A claims that Lloyds wrote off the loan when she reported the matter to them. Lendable refused, so she raised a complaint and referred it to our Service.

Two of our investigators considered the complaint separately and did not uphold it. The second investigator held that Miss A did not authorise the loan but had use of its funds. The

investigator directed that Lendable should not hold Miss A liable under the terms and conditions of the loan agreement, should amend Miss A's credit file, and should not pursue her for interest or charges (refunding any charges applied if necessary). However, the investigator also held that it would be fair for Lendable to pursue Miss A for the principal sum of the loan.

As neither party accepted the investigator's findings, this matter has been passed to me to make a decision.

WHAT I HAVE PROVISIONALLY 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 would like to say at the outset that I have summarised this complaint in far less detail than the parties involved. I want to stress that no discourtesy is intended by this. If there is a submission I have not addressed, it is not because I have ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

Further, under section 225 of the Financial Services and Markets Act 2000, I am required to resolve complaints quickly and with minimum formality.

Key findings

Miss A disputes that she authorised the Lendable loan. In other words, Miss A says she did not consent to the loan being taken out in her name. Therefore, the issue I must decide, on the balance of probabilities, is whether a third party took out the Loan without Miss A's consent.

I am satisfied that Miss A did not consent to the Lendable loan. Having reviewed the WhatsApp messages exchanged between Miss A and the alleged fraudster, I am persuaded that Miss A was not aware that, by providing her personal information, the fraudster would use it to take out the Lendable loan. By way of example, in one message the fraudster explains, when referring to the Lloyds loan:

"They will ask where did you get the money from explain to them you have applied for a loan through Lloyds bank to purchase the car. In this case you haven't but that's what it looks like to the bank. So you have to play along like this all the way through. The referencing we've used for the payment is exactly how a customer would receive money from a loan with Lloyds. Reason it's like this is because when it's a loan there's less questions. If the money came from a personal account they would drop so many questions."

Miss A's response to the above message, and to other similar messages, indicate, to my mind, that she did not appreciate that loans had been taken out in her name. Rather, she appears to have believed that the funds credited to her account were provided by the fraudster themselves, with 'loan' used as a reference to conceal the source of the money.

For the above reasons, I find that, on the balance of probabilities, Miss A did not authorise the Lendable loan, notwithstanding the fact that she may have acted naively.

Ordinarily, the above finding would lead me to make the directions set out by the investigator at first instance. However, I have taken a step back and reflected on my fair and reasonable remit. Having done so, I am not persuaded that, given the specific facts of this complaint, it would be fair or reasonable for me to direct Lendable to do what the investigator recommended in his findings. I will explain why below.

It has been submitted to our Service, amongst other things:

“During the entire time that [Miss A] was at the bank, she was forced to remain on the phone to the scammers. Failure to comply with their demands would have put [Miss A] in a potentially dangerous situation. [Miss A] was scared intimidated and had no choice whatsoever but to listen to the scammers. They had her ID they knew all her personal information including where she lived. [Miss A] was fearful that should she not comply with the scammers request she could face devastating consequences. [Miss A] was made to stay on the phone to one of the scammers whilst another was outside the bank around the corner.”

“When [Miss A] visited the bank to withdraw the funds at the scammers request, she was coerced manipulated and threatened to carry out what the scammers were instructing.”

The WhatsMiss App messages between Miss A and the fraudster are significantly inconsistent with the submissions referred to above. To demonstrate this, I have set out a sample of those messages:

Fraudster ('F'): Hi, so you'll be going in the bank and joining the Que. when you get to the counter explain to them you're purchasing a car and need to withdraw the money. You are buying the car from your uncle as he buys and sells cars. He has an Miss Audi s3 and he's giving you a really good price on the vehicle it would be stupid to miss out on the deal as you've always wanted an Miss Audi s3. The reason you're withdrawing the money and not transferring is because your uncle doesn't have a bank account hence why you need the cash. I will send you the details of the car after this message. They will ask where did you get the money from explain to them you have applied for a loan through Lloyds bank to purchase the car. In this case you haven't but that's what it looks like to the bank. So you have to play along like this all the way through. The referencing we've used for the payment is exactly how a customer would receive money from a loan with Lloyds. Reason it's like this is because when it's a loan there's less questions. If the money came from a personal account they would drop so many questions. Try to withdraw £20,000 in £20 notes. they will ask you what price are you buying the car at. Tell them £20,500. The car is worth a lot more. The £500 you withdrew you have already paid your uncle for the deposit. You've seen the car and test driven it and you like it and ready to buy. Sell it to them like you're excited for your new car. They will go through protocol and ask safeguarding questions just let them know you're taking the money out on your own accord and everything is safe with your uncle. They'll count the money with the machines you'll need to do a signature and pin and we're good IA stay active on WhatsApp while you're in there. Also in the bank you don't give extra information just answer the questions they ask you.

...

F: How many people [in branch]

F: Try to get served by white person

F: Not apnay

Miss A: There's no apneh

Miss A: <laughing emoji>

Miss A: About 7

F: Good

F: they take their job too seriously

....

F: Remember they will be under the illusion it's a loan from them stick to that

Miss A: She complimenting me with my teeth and how young I look <laughing>

Miss A: Like bruh jus hand over the cask

Miss A: <laughing emojis>

...

F: ask them to be kind and give 24,500

F: Which is what's left

F: you withdrew £500

Miss A: Nah cos she asked how much car is

Miss A: I can't go back

Miss A: Nah change

Miss A: <crying emojis>

F: Miss Ahhh s**t okay

F: Makes sense

F: Have you got your Barclays with you?

Miss A: Makes it look dodge then

...

F: What's plans now

Miss A: Jus got changed, wedding shopping now

F: Sounds good show me what you get

Miss A: Will do

Miss A: I need to go town first pick my gifts

...

Miss A: Nah I'm not a girly girl tho

Miss A: I don't think I own anything pink

Miss A: Make up doesn't count

...

F: Basically you need to call that number, they will ask you where did the £25k and 3k came from. You just need to call them and confirm it. So the £25k you took a loan from the bank to buy a new car. You know the score for that. The other £3k that came in was same thing a loan. Miss And you cashed the £7k out for wedding shopping etc

Miss A: I don't have to do it today do I

F: Yes you do if not the card and account won't work

Miss A: Oh maynnnnn

Miss A: Alright I'll do it later iA

...

Miss A: I said 3k for wedding

Miss A: Gifts etc

F: Good

F: Stick that

F: say you used some of the loan money too from the £25k

F: Miss Also you like to have spare cash

F: Emergency
Miss A: I told him that you
Miss A: Yh
...
F Have they took the blocks off
Miss A: Not yet
Miss A: Sorry
Miss A: Miss About the wait
F: It's fine
F: Not your fault
F: Silly
Miss A: Still
Miss A: I'm being sweet haha
F: Don't worry about it
F: With them
F: Lol
Miss A: Yhyh his Welsh
Miss A: Need to stick my flirt on
Miss A: Joke
Miss A: <laughing emojis>
...
Miss A: Do they record these
Miss A: Convos
...
Miss A: I swear I feel I've aged so much in the last however many days
Miss A: I look 50 now
...
Miss A: I'm amusing myself
Miss A: Miss Allow me

The WhatsApp messages set out above do not indicate that Miss A was coerced, threatened or intimidated by the fraudster. Instead, they suggest that Miss A was fully in control of her actions and understood she was engaging in conduct that was potentially not legitimate but did so willingly. Crucially, the content of these message exchanges is wholly inconsistent with the submissions Miss A later provided to our Service. I consider this has affected her credibility and cast doubt on her testimony.

Therefore, I cannot, in good conscience, say that although it is unlikely Miss A authorised the loan, Lendable should do what the investigator directed. Using my fair and reasonable remit, I have decided to depart from what would otherwise be the standard approach. Accordingly, I find it fair and reasonable that Lendable may hold Miss A liable for the loan if it chooses to do so.

Conclusion

Taking all the above points together, I do not find that Lendable has done anything wrong. Therefore, I will not be directing Lendable to do anything further.

In my judgment, this is a fair and reasonable outcome in the circumstances of this complaint.

MY PROVISIONAL DECISION

For the reasons set out above, I am currently minded not to uphold this complaint.

Tony Massiah
Ombudsman