

## **The complaint**

Ms L complains Lloyds Bank PLC didn't protect her as it should have when she fell victim to a romance scam.

## **What happened**

I issued my provisional decision on 16 March 2026, which forms part of this decision and can be found below:

*The background to this complaint is well known to both parties, so I won't repeat it in detail here. In summary, Ms L alleges she fell victim to a romance scam and that Lloyds did not treat her fairly with the service it provided. Between February 2024 and August 2024, Ms L sent the scammers over £2,000. Although she originally believed these were unauthorised, she subsequently confirmed they were but said the gift cards she purchased had no balance.*

*Our Investigator didn't uphold the complaint. Although he didn't doubt Ms L had fallen victim to a scam, he didn't think that the payments she made ought to have triggered any concern.*

*This was because they occurred between February and August 2024 and were not of values that he felt ought to have raised suspicions that Ms L was falling victim to a scam. He also did not consider that there were service-related issues caused by Lloyds. He found that it attempted to warn Ms L of the scam it later believed she was falling victim to and showed her videos to break the spell.*

*Alongside this he also considered that Lloyds were supportive towards Ms L – during her branch visits and when discussing her situation over the phone.*

*Ms L disagreed with our Investigator's view and requested a decision. As our Investigator couldn't resolve the matter informally, the case has been passed to me for a final decision.*

## **What I've 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'm 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 focused on what I think is the heart of the matter here. If there's something I've not mentioned, it isn't because I've ignored it. 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.*

*I don't doubt Ms L has been the victim of a scam here – she has lost a large sum of money and has my sympathy for this. However, just because a scam has occurred, it does not mean she is automatically entitled to recompense by Lloyds. It would only be fair for me to tell Lloyds to reimburse Ms L for her loss (or a proportion of it) if: I thought it reasonably*

*ought to have prevented all (or some of) the payments Ms L made, or it hindered the recovery of them – whilst ultimately being satisfied that such an outcome was fair and reasonable for me to reach.*

*Having taken into account longstanding regulatory expectations and requirements, and what I consider to be good industry practice, I agree Lloyds ought to have been on the look-out for the possibility of fraud and should have carried out additional checks before processing payments in some circumstances.*

*Having considered Ms L's payments I agree with our Investigator's findings. I'm not persuaded that Lloyds should have been concerned with her payments as they would not have appeared to be suspicious or unusual. I say this because the payments were not of such a value, or completed at such a frequency, that I would have expected Lloyds to have intervened.*

*Ultimately, the payments Ms L made at this point did not have any of the common characteristics to suggest she may be falling victim to a scam. Purchasing gift cards, via legitimate merchants, in isolation of wider red flags, would not automatically suggest fraud was occurring. Ultimately, her purchases would have looked like legitimate purchases that Ms L had authorised.*

*However, I have kept in mind that on 20 August 2024 during a call with Lloyds, Ms L said she had purchased gift cards for her daughter. Lloyds warned her of impersonation scams, but Ms L disagreed that was happening and informed Lloyds it was to help her daughter purchase food. But, her daughter said the cards were empty and so Ms L was seeking for the funds to be returned. Lloyds disputed this and raised scam concerns.*

*Ms L was then required to go into branch and watch scam education videos before she was allowed access to her account again. Had Ms L been open and told Lloyds that these gift cards in fact seem to be linked with a romance scam, it may well have been able to give her a more targeted warning and break the scammer's spell. Instead, she went into branch and even after watching the video it seems she remained in contact with the scammer.*

*As the contact with the scammer appears to have continued, Ms L also had a variety of other calls with Lloyds. These calls included: her seeking confirmation of withdrawal limits on her saving account and how credited funds from a dispute refund are applied to an account. Having listened to these calls I have not noted any service failing by Lloyds that caused Ms L any detriment.*

*Similarly, where Ms L had to go into branch I do not think Lloyds acted unreasonably. Instead, I've noted that a call took place between the branch staff employee and the Lloyds helpline to explain Ms L's vulnerabilities, seeing if funds could be released. After this, the staff member was given confirmation to follow the banking protocol and show the scam education video (again) – and then Ms L was allowed to withdraw funds. This was not unreasonable of Lloyds if, what I believe most likely, Ms L continued reassuring it that she required access to her funds for her own use (rent, etc).*

*I really do appreciate that Lloyds freezing Ms L's account and requiring her to travel to branch would have added to this already difficult situation – especially with her also needing to look for parking and receiving parking tickets for overstaying. However, it is not unusual that funds are frozen where there are concerns of a potential scam – not to inconvenience an account holder or cause them to be without funds, but ensure the funds are not lost to a scam.*

*If Lloyds hadn't asked Ms L to go into branch, invoking banking protocol, she may well have lost even more money to this scam. So, although I am sorry to hear of the variety of issues this caused her, including the commute and time spent in branch leading to parking fines, I think Lloyds took reasonable action. I cannot hold it liable for the parking facilities Ms L chose for the visit – although I do not doubt part of her choice for selecting the parking space was linked with her vulnerabilities.*

*I am also sorry to hear about the vulnerable situation Ms L was in at the time of the scam and how the scammer may well have used this to ensure she sent them funds. The repercussions such a cruel scam has had on Ms L are not something I have overlooked when reaching my decision. What made this situation difficult for Lloyds, and no doubt Ms L, was how sophisticated a scam this was. Ms L seems to have been under the genuine belief that she was in a relationship with a celebrity – when in fact it was a scammer impersonating them. However, I have noted Lloyds had recorded vulnerability markets on its system – including that Ms L required meetings in an accessible area due to her mobility issues. This evidences not only awareness that Ms L was vulnerable, but that Lloyds was actively aware it needed to take steps to accommodate her situation.*

*I have kept in mind Ms L feels Lloyds has discriminated against her and breached her human rights. Given the highly stressful situation Ms L has found herself in, due to no fault of her own because of the scam, I can understand why she feels this way. However, from having looked at all the evidence I don't think Lloyds has acted unfairly or unreasonably with its actions. As I explained above, I think all of Lloyds's actions stemmed from ensuring Ms L was protected.*

*For completeness I will note I have considered the complaint based on what's fair and reasonable with the relevant law in mind. However, if Ms L wants a decision as to whether Lloyds has breached the Equality Act 2010 because of her protected characteristics; she'd need to take this to court. I've considered whether Nationwide failed to make reasonable adjustments based upon her various vulnerabilities, which I don't think it did.*

*Consequently, whilst Ms L has undoubtedly been the victim of a cruel scam, I can only uphold her complaint if I'm satisfied Lloyds's failings caused her loss, distress and/or inconvenience. As I've not seen sufficient evidence to suggest Lloyds was unfairly treating Ms L throughout this scam, or when she interacted with it, I do not think there are reasonable grounds to make an award for its service.*

*I will add complaint handling is not a regulated activity and so any issues Ms L feels Lloyds caused whilst she raised her complaints is not something within our remit to consider. This is because complaint handling is not a regulated activity and unless it is ancillary to a regulated activity, is not something we can consider.*

*Additionally, I have also considered Ms L's points in relation to the service failings she believed occurred with Lloyds. However, I've not seen any evidence she was supplied with any conflicting information which caused her detriment. Instead, it looks most likely that Lloyds was only seeking to protect her from being scammed. Although I appreciate that Ms L has referenced the police involvement, I do not consider it necessary to obtain any police records – nor would Ms L's allegations that the police destroyed evidence be something I could comment upon.*

*Consequently, whilst Ms L has undoubtedly been the victim of a cruel scam, I can only uphold her complaint if I'm satisfied Lloyds's failings caused her loss, distress and/or inconvenience. As I've not seen sufficient evidence to suggest Lloyds was unfairly treating Ms L when she went to the branch I do not think there are reasonable grounds to make an*

award for its service. I'm very sorry to disappoint Ms L, as do appreciate this was not the outcome she was hoping for.

### Recovery

*I've thought about whether there's anything further Lloyds could have done to successfully help Ms L recover the funds after she made it aware of the scam. However, ultimately she did receive the gift cards and so I do not think Lloyds could have taken any additional actions following being made aware of the scam.*

*Therefore, I cannot fairly say Lloyds should do anything further in this instance.*

I allowed both parties the opportunity to respond to these provisional findings prior to issuing my final decision. However, neither party responded with any further points in addition to their original submission.

### **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 considered this complaint following my provisional decision, I see no reason why I should depart from my provisional findings. Therefore, I am still of the decision that Lloyds need not be required to take any additional action in this instance.

### **My final decision**

My final decision is I do not uphold this complaint against Lloyds Bank PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms L to accept or reject my decision before 6 May 2026.

Lawrence Keath  
**Ombudsman**