

complaint

Miss V complains that Lloyds Bank PLC will not refund disputed debit card payments on her account.

background

Miss V says that the debit card for her Lloyds bank account did not reach her and, shortly after that, transactions appeared on her account totalling around £7,100. She says she did not make these transactions and that they should, therefore, be refunded.

Lloyds said Miss V had provided changing versions of events about the loss of the card and did not accept that it was liable to refund the disputed transactions. But it accepted that it had asked Miss V for unnecessary further information, and paid her £75.

As things were not settled, Miss V brought her complaint to this service where one of our adjudicators investigated it. From the evidence, the adjudicator was not persuaded that Lloyds must refund the disputed transactions. Miss V did not agree and said, in summary:

- Lloyds did not tell her what investigation it had made into her claim, or what the investigation found.
- She pays for card protection, yet she was not covered for these transactions.
- The way the card was used shows it was not her that used it. She has brought all the papers she was asked to bring to the bank, but it is not interested because it is not its money that has been lost.
- She is now struggling financially, and has had to claim benefits. She needs this money back.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The disputed transactions were all made with the new debit card and PIN which Miss V ordered on 2 February 2016, having reported her previous card lost or stolen. She says she didn't receive that new card though she did not, apparently, contact Lloyds to tell it that the card had not been received until 13 February – by which time the disputed transactions had been made.

Those transactions were a mixture of cash machine withdrawals and point of sale purchases – made at high street fashion, electronics and fast food retailers.

There is no evidence to suggest that Miss V's postal deliveries were compromised. So it seems unlikely to me that the card and the PIN (which were sent to her as separate items, on separate days) were both intercepted by a third party.

The disputed transactions were made possible by the fact that, in the run up to the new card and PIN being ordered, Miss V's account balance had been boosted to an unusually high level by cash deposits made into it through various channels. In my view, Miss V has not provided a reliable explanation of how she came to be the beneficiary of those deposits.

Miss V's evidence regarding the events that took place has not been consistent; in her phone conversations with Lloyds, she gave several different responses to some questions that she was asked.

Overall, I have not found Miss V's evidence persuasive. I find – on a balance of probabilities – that she either made or authorised the disputed transactions. It follows that I do not consider Lloyds is liable to refund them.

my final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss V to accept or reject my decision before 10 April 2017.

Jane Hingston
ombudsman