

complaint

Mr J complains that Lloyds Bank PLC won't refund payments he says were made from his account without his authority. The transactions were bets placed on a cricket match using Mr J's debit card and his online betting account with a third party provider. Mr J says shortly before the transactions he lost his card, mobile phone and a book containing his security details. He thinks someone might have found the items and used them to transact on his account. He wants Lloyds Bank to refund him. Lloyds Bank's unwilling to do so. It doesn't consider Mr J has been a victim of fraud.

our initial conclusions

Our adjudicator didn't think the available evidence suggestive of fraud by a third party who'd simply found all of Mr J's documents. Indeed, the adjudicator thought the activity was broadly in line with the way Mr J used his accounts himself. He wasn't persuaded to recommend upholding the complaint. But Mr J didn't agree and asked for this review.

my final decision

To decide what's fair and reasonable in this complaint, I've considered everything Mr J and Lloyds Bank have provided. Where there's a dispute about what happened, I've based my decision on the balance of probabilities. In simple terms, it's what I consider most likely to have happened in light of the evidence.

There are two possible scenarios here. Either Mr J kept his card and a written (but disguised) PIN record, along with his betting account login details and his mobile phone, all of which he lost – but didn't notice losing – around four hours before he told the bank. During this time, an unknown third party accessed his betting account to place bets on the same type of activity on which Mr J himself usually gambled. Or Mr J undertook the transactions himself.

Having reviewed the evidence, I think the former scenario an unlikely set of circumstances. On balance, I'm satisfied the most likely explanation is that Mr J undertook the transactions himself. It follows that I don't require Lloyds Bank to reimburse him.

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J either to accept or reject my decision before 7 October 2014.

Niall Taylor
ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.