

## **complaint**

Mrs T complains that Lloyds Bank PLC refuses to refund more than 100 disputed cash machine withdrawals. Mrs T says Lloyds is holding her liable for the transactions which she says she didn't make.

## **background**

In June 2014, Mrs T inherited a very large sum of money and this was paid into a bank account she held with Lloyds. Most of the money was then transferred to a savings account – also an account with Lloyds.

Mrs T says that because of her illness she gave her partner access to her bank card, and she told him the Personal Identification Number (PIN). He also had her online banking details and access to her internet banking account.

Mrs T says that over the next two and a half years, her partner transferred large sums of money from her savings account to her current account on a regular basis. He then used her bank card to make daily withdrawals of £300 from a cash machine and he spent the money gambling. She says the bank should've identified the cash machine withdrawals as 'unusual' activity and it should've stopped them or alerted her to what was going on.

Lloyds investigated this complaint and rejected it. It says Mrs T was negligent – she gave her partner her bank card and PIN number and her internet banking access. So she gave him permission and the authority to do what he did.

The bank also says that its records show Mrs T's bank account was accessed and viewed online on a regular basis and that it sent her monthly bank statements as well. Because of this, it says she would've known what was going on.

But it did acknowledge the poor service it had given her when she first raised her complaint with it. And it offered her £75 in recognition of this.

Our adjudicator looked at this complaint and she said she didn't think it should be upheld. She explained that she couldn't ask the bank to repay the money – it hadn't done anything wrong.

Mrs T disagreed. She says that Lloyds didn't do enough to monitor the unusual activity on her account. And she asked for the complaint to be looked at by an ombudsman.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. We've set out our general approach to complaints about disputed transactions on our website and I've taken this into account in deciding Mrs T's case.

I understand how strongly Mrs T feels about this matter because the disputed transactions represent a very significant amount of money to her. For the purposes of this decision, my role is to determine whether Lloyds is entitled to hold Mrs T responsible for them.

Having considered the evidence, I'm afraid I have to tell Mrs T that I think the adjudicator has reached entirely the right outcome here. To be honest, there is very little I can add to what she's already told Mrs T and I think the adjudicator has set out the position very clearly.

Lloyds is entitled to hold Mrs T liable for the cash machine withdrawals if she made or authorised them, or if they were carried out by someone who had her card with her consent. And Mrs T has been clear from the outset that she gave her partner access to her bank card, told him her PIN number and gave him her online banking details so that he could use her accounts. And whilst I appreciate that she may now realise that this was something she wished she hadn't done, Lloyds can hold her liable for the activity on her bank accounts.

I've also considered whether Lloyds should've identified the transactions as unusual – but in this particular case I don't think it was wrong that it didn't. Money was moved periodically from the savings account to the current account and I think this could've been viewed as the money being moved to a more accessible account because it was going to be used.

I don't consider £300 withdrawn from a cashpoint to be an unusually large amount, and it doesn't take long for several of these types of withdrawals to become *normal activity* – something that Lloyds wouldn't have necessarily picked up.

Finally, I have to also take into account the fact that Lloyds send Mrs T regular bank account statements. And although I wouldn't have expected her to examine *every* statement, I would've expected her to look some of them from time to time. And doing this would've alerted her to her partner's activity within a couple of months of it commencing.

Taking everything into account, I don't think Lloyds has done anything wrong - so I don't think it would be fair for me to ask it to reimburse any of the money.

### **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 Mrs T to accept or reject my decision before 10 August 2017.

Andrew Macnamara  
**ombudsman**