

## **The complaint**

Miss H complains Lloyds Bank PLC didn't do enough to protect her when she fell victim to an investment scam.

## **What happened**

Miss H has a joint account with Lloyds Bank with a debit card and has credit cards elsewhere.

Miss H says she joined a dating website in December 2022 and met someone online who she spent a couple of weeks messaging before moving their conversation to a well-known app. She says they shared what they were doing day to day and messaged each other at all hours. Two weeks after they started talking the person she met online mentioned he made money investing short term in cryptocurrency and that after encouraging her a couple of times to try for herself she tried investing £200. Miss H says she was able to withdraw the profit she made and was told she'd be able to earn £500 a month easily and that she was guaranteed not to make a loss.

Between 21 December 2022 and 24 January 2023 Miss H says she made eight debit card payments totalling £6,715.50 to a cryptocurrency account she'd been shown how to set up which she then used to fund trading. Miss H was, in fact, speaking to a scammer.

In March 2023 Miss H contacted Lloyds Bank – with the help of a representative – having realised she'd been scammed. She asked Lloyds Bank for a refund.

Lloyds Bank looked into Miss H's claim and said that it didn't think any of the payments were unusual so had no reason to stop them. Lloyds Bank also said it wouldn't be able to get her money back raising a chargeback either as all the payments had been sent to her cryptocurrency account. In short, Lloyds Bank said it couldn't help. Miss H was unhappy with Lloyds Bank's response and ultimately complained to us.

One of our investigators looked into Miss H's complaint and said that the payments she'd made weren't unusual when compared to the size of genuine payments she'd made in the past. So, they didn't recommend that her complaint be upheld as Lloyds Bank hadn't missed an opportunity to prevent further loss to Miss H. Miss H's representatives disagreed saying that the question of whether or not a payment was unusual wasn't only down to the size of the payment. In this case Miss H was buying cryptocurrency for the first time, large credits were coming into her account and being immediately disbursed and there were significant changes in account activity. Ultimately they asked for Miss H's complaint to be referred to an ombudsman for a decision. Her complaint was, as a result, passed to me.

## **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.

I agree with Miss H's representatives that the activity on Miss H's account in December 2022

and January 2023 was unusual when compared to previous activity. I can see, for example, several large credits coming into her account from by the looks of it her credit card. And I can see too that this was the first time she bought cryptocurrency. For Lloyds Bank to be liable – on the basis that it failed to prevent further loss to Miss H – the payments would have had to be sufficiently unusual to warrant intervention. In this case, I agree that the payments are too small and too spaced apart to have warranted intervention. So, given that there's nothing else that Lloyds Bank did wrong, I agree this isn't a complaint I can uphold.

I can see from everything that Miss H has sent in that she had nothing but good intentions – she would have been happy making £500 a month so she could treat her two children. I can see that she also appreciated what at the time she thought was someone genuinely trying to help her – she even offered to share some of the money she thought she'd made as a thank you. So, I can understand discovering she'd been scammed, and losing the amount of money she did, must have been very distressing. Scams like this are cruel. In order to uphold her complaint, however, there has to be something that Lloyds Bank has done which is wrong. In this case I can't say it has done anything wrong.

### **My final decision**

My final decision is that I can't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Miss H to accept or reject my decision before 10 April 2024.

Nicolas Atkinson  
**Ombudsman**