

## **The complaint**

Mr T has complained that Lloyds Bank PLC held him liable for a withdrawal on his credit card, which he says he made on his debit card.

## **What happened**

In mid-2023, a £200 withdrawal was made on Mr T's Lloyds credit card at the ATM he normally used, and Mr T made other payments on his credit card in the minutes after. However, Mr T says he didn't make that withdrawal; he said he only made withdrawals on his Lloyds debit card.

Mr T confirmed he did make the payments immediately after the withdrawal, he didn't lose his card or give it to anyone, and only he knew his PIN.

Lloyds held Mr T liable for the transaction in dispute, as it had been made with the genuine card in his possession, and the PIN which only he knew, at his usual ATM, for the usual amount he withdrew, and there was no likely or plausible way someone made it without his permission.

Our investigator looked into things independently and didn't uphold the complaint. Mr T appealed, so the complaint's been passed to me to decide.

## **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.

Broadly speaking, Lloyds can hold Mr T liable for the withdrawal in dispute if the evidence suggests that he authorised it.

I'm satisfied from Lloyds' technical evidence that the withdrawal was authenticated properly. It was made using Mr T's genuine credit card – and not his debit card, nor a cloned card. It was also made using his correct PIN.

Mr T didn't lose his credit card, and I can see he had it in his possession as he used it for some other payments just minutes after the disputed withdrawal. It's not likely or plausible that a thief would be able to steal his card, use it, and then give it back to Mr T, all in such a tight timeframe, and all without him noticing. And it's not likely or plausible that a thief would even give the card back at all – that would drastically increase their chances of being caught while actively reducing how much they could steal.

The withdrawal was made with Mr T's PIN. But only Mr T knew his PIN. He didn't record it or share it with anyone. And he hadn't entered his PIN in the hours before the withdrawal, so there was no opportunity for a thief to watch him entering it and learn it that way.

So there's no likely or plausible way that this withdrawal was made without Mr T's consent. On the other hand, it was made at the ATM he usually used, for the same amount he usually withdrew, with the genuine card he had in his possession at the time, and the PIN which only he knew. So we can be reasonably satisfied that Mr T made the disputed withdrawal. While he may have intended to use his debit card, it is by far most likely that Mr T is simply mistaken and he used his credit card by mistake.

I appreciate that Mr T would like to see CCTV footage. But such footage is only kept for a few weeks as standard, so it's much too late for me to be able to get the footage now. And the camera footage would not have shown which card Mr T used, so it would not have been useful in showing whether he used his debit or credit card. On the other hand, Lloyds' technical evidence is very clear that Mr T's genuine credit card was used, alongside his PIN. And as discussed above, there's no likely or plausible way that the withdrawal was made without his permission. So the camera footage wasn't necessary anyway – we already have very substantial evidence that Mr T authorised the withdrawal on his credit card.

Lastly, I understand that Mr T was caused some frustration when he called Lloyds, as the advisor gave him some wrong information about this withdrawal. Lloyds have already apologised for this, waived the related credit card interest and cash fee, and paid Mr T £50 compensation for their mistake. I find that's fair to put right that error.

### **My final decision**

For the reasons I've explained, I don't uphold Mr T's complaint.

This final decision marks the end of our service's consideration of the case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 26 February 2024.

Adam Charles  
**Ombudsman**