

The complaint

Miss T has complained Lloyds Bank PLC won't refund numerous disputed transactions carried out in 2021.

What happened

During the period of the pandemic, Miss T went overseas and didn't get back to the UK until 17 September 2021. She then had a period of quarantine until she was able to go home.

In November 2022 Miss T told Lloyds she'd noticed a considerable number of disputed card transactions which had taken place where she'd been in 2021. Lloyds didn't believe they needed to consider these transactions. Miss T had only told them about these transactions more than 13 months after they'd taken place.

Miss T brought her complaint to the ombudsman service.

After a review of the evidence, our investigator said he wasn't going to ask Lloyds to do anything further.

Miss T didn't agree with this outcome and felt she'd been treated unfairly. She's asked an ombudsman to consider her complaint.

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.

Having done so, I've reached the same outcome as our investigator. I'll explain why.

Where there is a dispute about what happened, I have based my decision on the balance of probabilities. In other words, on what I consider is most likely to have happened in the light of the evidence.

When considering what is fair and reasonable, I'm required to take into account: relevant law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the relevant time.

The regulations which are relevant to Miss T's complaint are the Payment Services Regulations 2017 (PSRs). These primarily require banks and financial institutions to refund customers if they didn't make or authorise payments themselves.

However the PSRs also confirm that the customer must notify their financial institution of any disputed transactions without undue delay and no later than 13 months after the transaction.

The terms and conditions that apply to Miss T's account also confirm this applies to her account. Specifically they say *"we will not refund the payment if you tell us more than 13 months after it was made"*.

The last disputed transaction took place on 14 September 2021. There were more than 335 other transactions before that Miss T has disputed. I appreciate these amount to a large amount of money: more than £6,500, which Miss T has lost. I've taken this into consideration.

I know that Miss T was overseas for a prolonged period and didn't get back to her home in the UK until later September 2021. I note Miss T would very unlikely have been aware of the status of her Lloyds account whilst she was away as Lloyds has confirmed she didn't bank online and required paper statements, in large print, to be sent to her UK address.

Miss T's representative has argued that it would hardly have been her priority to deal with – to check the status of her account – on her return to the UK. But I disagree as I think it's not unreasonable to expect Miss T to have opened and considered her bank statements quite soon after arriving back. The ones covering the period of the disputed transactions – as they continued until 14 September 2021 – would most likely only have arrived at her address after she had got home.

There seems to be no dispute she didn't notify Lloyds of the disputed transactions until 22 November 2022. This is nearly 14 months after she came out of quarantine. Taking all the circumstances of the complaint into account, I am satisfied it wouldn't be fair and reasonable to ask Lloyds to do anything further.

My final decision

For the reasons given, my final decision is not to uphold Miss T's complaint against Lloyds Bank PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 3 May 2024.

Sandra Quinn
Ombudsman