

The complaint

Mr F complains about the service he received from Bank of Scotland plc trading as Halifax.

What happened

The details of this complaint are well known to both parties, so I won't repeat them here. Instead, I will focus on the reasons for my decision.

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.

Mr F had a current account with Halifax. In May 2022 he asked Halifax to help him with a dispute with an internet games company on the basis he hadn't received what he'd paid for – which I understand was in-game content. Halifax – as I would expect – asked Mr F to provide evidence to support his dispute, so that it could follow the chargeback process in line with card scheme rules and requirements.

Mr F was unhappy with this, so he complained. I don't find Halifax acted unfairly or unreasonably here. While I accept Mr F has communication challenges, Halifax did what it practically could to facilitate the provision of evidence. And I wouldn't expect Halifax to pursue a dispute – or refund Mr F – without some evidence. Especially as the dispute was over various transactions over months, totally about £650.

Later in May 2022, Mr F complained Halifax had blocked payments to a merchant. I understand the block was placed because Mr F had previously had disputes with the merchant and had asked for it. So I don't find Halifax made a mistake here. And while it took about two days for the block to be removed, I don't find that an unreasonable timeframe.

In June 2022 Halifax decided to close Mr F's accounts because it found he was behaving improperly. Having listened to some of the calls Mr F had with Halifax, I agree his behaviour was improper, repeatedly. While I accept Mr F was vulnerable and increasingly frustrated with Halifax, I find its decision to close his account was in line with the account terms and conditions, and fair and reasonable in the circumstances.

Mr F says when Halifax closed his accounts it stole his money. I'm not persuaded this was the case as a cheque for Mr F's balance was sent to him, as is common practice when accounts are closed because of improper behaviour. And following input from our service, Halifax paid the balance to Mr F's account elsewhere electronically. The money paid to Mr F equalled the amount showing on his bank statements. So I'm satisfied Halifax paid Mr F the money he was owed.

Mr F made a Data Subject Access Request ("DSAR") and is unhappy with how long it took. As I understand it, this was completed in October 2022. While perhaps later than Mr F would have liked, I don't find this caused him material detriment as our service was already

investigating his complaint and at this time had received – or was in the process of receiving – relevant information, including numerous call recordings.

Halifax accepted it could have provided Mr F with better customer service during parts of their contact over the above matters and offered him £150 compensation. Our investigator agreed Halifax could have been more accommodating to Mr F's needs and recognised on occasion Mr F was given misleading and/or incomplete information, albeit said information was soon corrected. She recommended Halifax offer Mr F £400 compensation. I agree this is a fair and reasonable sum to reflect the distress and inconvenience Mr F was caused.

Related to this matter are two other complaints. One about the closure of Mr F's children's accounts. And one about a branch allegedly releasing sensitive account information to an unauthorised third party. These are being considered separately and therefore do not form part of this decision.

My final decision

I uphold this complaint and require Bank of Scotland plc trading as Halifax to pay Mr F £400 compensation, in total.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 25 May 2023.

James Langford
Ombudsman