

## **The complaint**

Mr Y says Bank of Scotland plc, trading as Halifax, refuses to refund him for two transactions on his account he says he didn't authorise.

## **What happened**

The facts of this case are well known to both parties, so I won't repeat them in detail here.

In summary, Mr Y says he registered with a "working holiday" company online and agreed to pay a £1 fee on 30 May 2023. He says he then saw two payments leaving his account which he didn't make or authorise. The payments were for £200 on 30 May 2023 and £599 on 31 May 2023. Mr Y says Halifax should refund these payments as unauthorised.

Halifax says it considered Mr Y's complaint and provided a temporary refund of the funds while it investigated. Following the investigation, Halifax decided not to uphold the complaint and re-debited these amounts. It says the merchant in question provided evidence that Mr Y had signed up to a package with it and had agreed to the payment plan and its terms and conditions for sale. So, Halifax decided to hold Mr Y liable for these payments.

Our investigator considered this complaint and based on the evidence decided not to uphold it. Mr Y wasn't happy with this outcome, so the complaint has been passed to me to consider.

## **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.

A consumer should only be responsible for transactions made from their account that they've authorised themselves. Mr Y said he didn't give permission for the transactions in dispute to be made but Halifax believes he did. My role then is to give a view on whether I think Mr Y more likely than not authorised the transactions, based on the evidence I have available.

Following Mr Y's initial complaint about these transactions to Halifax it completed a chargeback request on the basis that Mr Y had said these transactions were fraudulent. Halifax gave Mr Y a temporary refund on 30 May 2023 while it carried out the investigation. This process is in-line with what we would expect Halifax to do in the circumstances.

Halifax has provided the evidence it relied on from the merchant to decline this claim. This included a record of the working holiday package it says Mr Y purchased; a copy of the terms and conditions of the package; information on the payment plan it offered; email exchanges between itself and Mr Y; and its reasons for defending the payments. I've considered this alongside all the other evidence available and having done so I've decided not to uphold this complaint. I'll explain why.

Mr Y has not disputed making the first payment to this merchant for £1 on 30 May 2023. So, I've not considered the details of this first payment as it is not in dispute. However, it is

important to note that Mr Y provided his card details, including the CVV number, and his address details to verify this payment. The evidence provided from the merchant shows that the package Mr Y purchased cost £999 in total. It records the first payment of £1, as well as the second and third payments of £200 and £599 respectively. Mr Y says he only agreed to pay £1 when registering with the site, and he hadn't agreed to any package for further payments. But Mr Y hasn't provided evidence showing the information he had at the time of registering with the site, and the merchant hasn't provided any information about charging a registration fee. Based on the evidence provided by the merchant, it seems that the only fees charged are for the working holiday packages it offers.

I've also seen evidence of an email chain between Mr Y and the merchant. This confirms that Mr Y had purchased a package. I say this because I've seen an email was sent on 30 May 2023, just after the initial £1 payment, referencing the package that was purchased and asking when Mr Y can get in contact with the resort representative for his booking. And the response from the merchant answers Mr Y's query and explains that the remaining payments for this booking are due immediately. So, I think this evidence shows that Mr Y had agreed to purchase a working holiday package from this merchant's website.

I've also seen evidence of the company's payment plan which sets out that payments will be taken in instalments, requiring the total balance to be paid eight weeks prior to travel. The first payment was made on 30 May 2023 for a trip booked on 1 July 2023 – so it seems reasonable that further payments would be taken almost immediately as the trip was less than eight weeks away. I've also seen the terms and conditions of this booking which clearly states the package is non-refundable. I appreciate that Mr Y may not have read the terms and conditions in full, but as he agreed to these when making the booking, he is liable to the terms and payment plan as evidenced.

So, considering all the evidence available, I think it's likely Mr Y agreed to purchase a working holiday and paid the initial £1 fee using his debit card online. I also think it's likely Mr Y agreed to the usual terms and conditions of the site and the payment plan – allowing for further payments to be taken from his account. It's possible Mr Y didn't realise exactly how the payments would work, and he didn't read the terms and conditions of the agreement, but this isn't something I can hold Halifax responsible for. And ultimately, I don't think Halifax has done anything wrong in refusing the chargeback request and holding Mr Y liable for these payments.

### **My final decision**

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or reject my decision before 7 January 2025.

Sienna Mahboobani  
**Ombudsman**