

The complaint

Mrs H has complained that Bank of Scotland plc, trading as Halifax, didn't obtain a refund of a payment after her credit card was charged twice by a third party, and that it didn't communicate with her properly during this process.

What happened

Mrs H made a holiday booking. But upon her return, she noticed the company had charged her twice, for two different amounts. So, she contacted Halifax for help getting a refund. However, this didn't happen, and she brought her complaint to our service.

One of our investigators looked into what had happened.

First, he looked at the chargeback that Halifax raised with the merchant on 14 August 2023. However, on 29 September 2023, it defended the claim. Accordingly, Halifax emailed Mrs H on 4 October 2023, asking her for further information. However, she didn't open the email, as she didn't know if it was genuine. Halifax also texted her, but she didn't open the message.

Unfortunately, this meant that the window of time in which a response was needed was missed, so the chargeback couldn't proceed. Our investigator thought Mrs H would reasonably have expected Halifax may contact her if the chargeback was defended, as it had told her this in a phone call. And he didn't think there was anything wrong with the methods of communication Halifax had used.

But in any event, our investigator thought the chargeback wouldn't have been likely to succeed. This was because he thought it was difficult to argue that the bookings weren't made in her name or that she didn't authorise the transactions.

Our investigator also considered section 75 of the Consumer Credit Act 1974, but was satisfied that there couldn't have been a successful claim, as there was no evidence of a breach of contract or misrepresentation by the merchant.

Although our investigator said it was unclear why two bookings had been made, he didn't think there was more Halifax could have done.

Mrs H disagreed, and said that the methods of communication Halifax used were not consumer-friendly.

The complaint's now been 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.

Having done so, I'm not upholding it. It's clear that section 75 isn't helpful here, as there's been no evidence of a breach of contract or misrepresentation. And the time to pursue a

chargeback has passed.

So, I think the crux of the complaint is whether Halifax did enough to alert Mrs H to the fact she needed to provide further information. I'm satisfied that it did. It made it clear on the phone call that it may need further information. So, when Mrs H received the email, the title of which referred to her claim, I think it would have been reasonable for her to call Halifax, if she was unsure about the email's authenticity.

Halifax also sent Mrs H a text message. She's explained that in the past, she's only had messages from Halifax to verify purchases, or about payment deadlines, and she didn't check this message. However, I'm satisfied she received it, and had received messages from Halifax before. So, I think it was reasonable of Halifax to contact her in this way.

For these reasons, I'm satisfied Halifax has behaved reasonably.

My final decision

For the reasons given above, it's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 19 February 2025.

Elspeth Wood
Ombudsman