

The complaint

Miss G complains that Bank of Scotland plc trading as Halifax hasn't refunded her after she fell victim to a scam.

What happened

The background to this complaint is well-known to all parties, so my summary here will be brief.

Miss G fell victim to what's commonly known as a safe account scam in October 2023. She was tricked into sending money from her current account held with Halifax to another account of hers held with a bank I'll call M. From M money was sent to a newly created account with a firm I'll call R. The money was then lost to the scammers from her account with R via card payments to different merchants.

The scammers had drawn Miss G into the scam by sending a fake missed delivery text the day before the payments were made. She'd replied to this text, believing it to be genuine, which gave the scammers information which they then used to convince her they were calling to help protect her and her money. When they did call, they used a technique called number spoofing, which made it look as though they were calling from a genuine phone number of M.

Miss G reported the scam to Halifax once she realised what had happened. She also reported it to both R and M. None of the firms reimbursed any of her loss, stating that all the payments had been authorised and that they'd made no error in processing the payments. Unhappy with those responses, Miss G brought her complaint to our service.

One of our investigators considered the complaints and recommended they be upheld. He recognised the payments had been authorised by Miss G but felt the activity across her accounts had become unusual and indicative of a scam. So he felt each firm ought to have intervened and questioned Miss G about what she was doing. He said that, had they done so, the scam would have been prevented and so each firm should bear some responsibility for Miss G's loss.

Miss G, Halifax, and Revolut accepted our investigator's findings. M did not, and so it's become necessary for me to issue final decisions on all three complaints.

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 upholding it in line with our investigator's recommendations.

As Halifax and Miss G have both agreed to those findings there is nothing left in dispute and nothing further for me to make findings on. As I said in the previous section of this decision, the final decision has only been necessary because M has continued to disagree, meaning

I've needed to formalise the settlement each firm will pay.

Miss G only needs to confirm her acceptance of the three settlements to receive reimbursement from each of the firms.

Putting things right

On Miss G's confirmed acceptance Revolut must:

- Reimburse Miss G a third of £4,545.31. M and R are to reimburse the other two thirds of this amount.
- Reimburse Miss G 50% of £151.67 (£4,696.98 minus £4,545.31). R is to reimburse the other 50%.
- Reimburse Miss G 100% of £1,303.33 (£6,000.31 minus £4,696.98)
- Pay Miss G 8% simple interest per year on the above reimbursements from the date of the payments (23 October 2023) to the date of settlement.

My final decision

I uphold this complaint against Bank of Scotland plc trading as Halifax.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 27 March 2025.

Ben Murray
Ombudsman