

The complaint

Mr Y says Bank of Scotland plc, trading as “Halifax”, refuses to credit his account for a refund was never returned.

What happened

Mr Y says he was abroad when he made a cash withdrawal at a casino for 10,000 Moroccan Dirhams (MAD) on 4 December 2023. Early the next morning, after spending some time on the slot machines, Mr Y returned to the cash desk, returned 10,000 MAD and asked the cashier to credit this back into his account. Mr Y says he has a receipt showing the return of the 10,000 MAD for the transaction in question, but this amount was not credited back into his account. So, Mr Y says Halifax should credit his account with the missing amount under the debit card protection scheme.

Halifax has considered this complaint, and the transaction Mr Y disputed. It says the evidence shows a transaction for 10,000 MAD authorised on 5 December 2023, and then cancelled. Halifax says this money didn't debit his account, but earlier transactions did debit his account as requested via chip & PIN. Halifax says it hasn't done anything wrong in debiting Mr Y's account for earlier transactions on 4 December 2023, and it hasn't debited his account for the cancelled transaction. Halifax says Mr Y will need to take this up with the casino in question.

Our investigator considered this complaint and decided not to uphold it. Mr Y didn't agree so the complaint has been passed to me for a final 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.

The Payment Service Regulations 2017 (PSR)'s, Regulation 75, say that where a payment service user (Mr Y) claims a payment transaction wasn't executed correctly; it is for the payment service provider (Halifax) to show that it was correctly executed. So, I've considered all the evidence provided to decide if each transaction was correctly executed by Halifax.

Mr Y hasn't disputed making any of the withdrawals at the casino himself. They were carried out using his genuine card and PIN, and both parties accept that they were carried out by Mr Y. I've seen from Mr Y's bank statement showing the withdrawal of 10,000 MAD recorded on 4 December 2023. Mr Y hasn't disputed making this transaction and it was made using Mr Y genuine chip & PIN, so I am satisfied that this transaction was authorised and properly executed by Halifax.

However, Mr Y says later that night, on the morning on 5 December 2023, he returned 10,000 MAD to the casino and asked it to credit this back into his account. Mr Y has provided two receipts for this. The first is a receipt at 00.44 on 5 December 2023 showing a transaction for 10,000 MAD with an authorisation code of 004732. This is an instruction to

debit Mr Y's account by 10,000 MAD. The second receipt Mr Y provided is a cancellation of a 10,000 MAD withdrawal with the same authorisation code 004732. What this shows is that Halifax was instructed to debit 10,000 MAD and the instruction was then cancelled. Halifax has provided evidence that it received the instruction but did not debit this amount on 5 December 2023, as the transaction was cancelled just seconds later. This does not show a credit or refund of 10,000 MAD. So, I think Halifax has correctly executed the transactions as requested, and I don't think it has done anything wrong here.

Mr Y says he thinks the casino made a new transaction for 10,000 MAD and then cancelled it, instead of crediting his account 10,000 MAD. And it does seem like the case based on the receipts provided. Mr Y says the casino has lied and stolen his money and Halifax should refund the missing money under the debit card protection scheme from fraud. I have considered what Mr Y has said, but I don't think it would be fair for me to ask Halifax to use its own funds to pay him back money that he says the casino stole. Had Mr Y been provided a receipt to show a credit or refund of 10,000 MAD I would expect to see a credit of 10,000 MAD into his account. I am also not able to hold Halifax liable for this transaction as fraudulent, as the transactions were all authorised and carried out by Mr Y using his debit card and PIN.

I know this outcome will come as a disappointment to Mr Y, it is a lot of money, and I can understand if he is frustrated by what has happened. But for the reasons outlined above I don't think it would be fair to ask Halifax to refund the 10,000 MAD to Mr Y's account. So, I am not upholding this complaint.

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 26 June 2025.

Sienna Mahboobani
Ombudsman