

The complaint

Mr S complains Bank of Scotland plc trading as Halifax (“Halifax”) won’t refund the full amount of money he says he lost to a scam.

What happened

The background to this complaint is well-known to both parties, so I won’t repeat it in detail here. But in summary and based on the submissions of both parties, I understand it to be as follows.

Mr S complains that he sent a payment for a car purchase from his account with Halifax to what he says turned out to be a scammer. When Mr S realised he had lost his money, he logged a claim with Halifax. Halifax declined the claim in 2018, so now Mr S has raised a complaint.

Halifax looked into the complaint but didn’t uphold it. So, Mr S brought his complaint to our service.

Our investigator looked into the complaint but didn’t uphold it. Our investigator didn’t think the payment was of a value that ought to have concerned Halifax. She also didn’t think had a conversation taken place about the payment; Halifax would have been able to uncover any information to show Mr S was being scammed.

As no formal agreement could be reached, the complaint has been passed to me to decide.

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.

I’m very aware that I’ve summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I’ve focussed on what I think is the significant part here. If there’s something I’ve not mentioned, it isn’t because I’ve ignored it. I haven’t. I’m satisfied I don’t need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

Where the evidence is incomplete, inconclusive, or contradictory, I must make my decision on the balance of probabilities – that is, what I consider is more likely than not to have

happened in the light of the available evidence and the wider surrounding circumstances.

In line with the Payment Services Regulations (PSR) 2017, consumers are generally liable for payments they authorise. Halifax is expected to process authorised payment instructions without undue delay. As a bank, it also has long-standing obligations to help protect customers from financial harm from fraud or a scam.

I have reviewed Mr S's account and the payment he made. Having considered when it was made, its value and who it was made to, I'm not persuaded Halifax ought to have found the payment suspicious, such that it ought to have made enquires of Mr S before processing it.

That said, even if Halifax had stopped the payment and spoken to Mr S, I'm not persuaded it would have uncovered the scam or stopped Mr S from making it.

I'm not aware of any information Halifax could or should have known at the time from which it ought to have been concerned Mr S was being scammed. It could have given Mr S general fraud and scam advice in relation to making the purchase. But ultimately, I don't think I can fairly say it would have been able to give Mr S any information that would have led him to doubt what he already knew about what he was doing, including if he'd undertaken further reasonable research at the time. I say this as Mr S was buying the car through a known online marketplace.

Mr S said he carried out several checks on the car including looking into the location of where he was buying the car from. Mr S did have concerns about the guarantee of the car being delivered, but these were alleviated by the scammer telling Mr S that the money would be held by the marketplace (which I find a plausible response).

So, even if Mr S had been questioned in more detail about the purchase by Halifax, I don't think it would've highlighted anything that would've caused concern or led Halifax to believe Mr S was at risk of financial harm from a fraud or scam. The only additional piece of information Halifax could have given Mr S was to suggest picking the car up in person, but we know this wasn't possible due to the distance involved.

I can see that when Mr S notified Halifax about the scam, it tried to recover the funds. Unfortunately, these had already been moved on.

I realise this means Mr S is out of pocket. And I'm sorry he lost this money. But I think this was ultimately caused by the scammer here, and not Halifax. I can't reasonably ask Halifax to reimburse Mr S in circumstances where I don't think it ought reasonably to have prevented the payment or recovered it.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 14 January 2026.

Tom Wagstaff
Ombudsman