

## **The complaint**

Mr M is unhappy that Bank of Scotland plc, trading as Halifax, wouldn't transfer money he'd incorrectly transferred to a credit account to his current account.

## **What happened**

Mr M mistakenly transferred a large sum of money to his Halifax credit account, which left the account with a surplus balance. When Mr M realised his mistake, he contacted Halifax and asked for the mistakenly transferred amount to be moved to his current account.

Halifax initially indicated that they would do as Mr M asked, but when Mr M still hadn't received the money into his current account several days later, he contacted Halifax again and was told that his request couldn't be actioned and that Halifax could only return the overpayment to the account it came from, which was a credit card account held with another credit provider. Mr M wasn't happy about this, so he raised a complaint.

Halifax responded to Mr M but didn't feel that they'd done anything wrong by following their process regarding this matter. Mr M didn't agree, so he referred his complaint to this service.

One of our investigators looked at this complaint and liaised with Mr M and Halifax about it. During our investigator's review, Halifax offered to transfer the mistakenly transferred balance to another Halifax credit card account – the account to which Mr M had explained that he intended to transfer the money to in the first instance.

Our investigator felt that Halifax's offer represented a fair outcome to this complaint. But Mr M didn't accept Halifax's offer, so the matter was escalated to an ombudsman 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.

Having done so, I'd like to begin by confirming that this service isn't a regulatory body or a Court of Law and doesn't operate as such. This means that it isn't within my remit here to declare that Halifax have or haven't acted in a non-regulatory or unlawful way.

Instead, this service is an informal, impartial dispute resolution service. And while we do take relevant law and regulation into account when arriving at our decisions, our remit is focussed on determining whether we feel a fair or unfair outcome has occurred – from an impartial perspective, after taking all the circumstances and factors of a complaint into consideration.

I also note that Mr M has provided several detailed submissions to this service regarding his complaint. I'd like to thank Mr M for these submissions, and I hope he doesn't consider it a discourtesy that I won't be responding in similar detail here. Instead, I've focussed on what I consider to be the key aspects of this complaint, in line with this service's role as an informal dispute resolution service.

This means that if Mr M notes that I haven't addressed a specific point he's raised, it shouldn't be taken from this that I haven't considered that point. I can confirm that I've read and considered all the submissions provided by both Mr M and Halifax. Accordingly, I can also confirm that if Mr M notes that I haven't responded to a specific point he's raised, I have considered that point, but I don't feel it necessary to address it directly in this letter to arrive at what I consider to be a fair resolution to this complaint.

Mr M has said that Halifax have been depriving him of his money, but I'm satisfied that hasn't been the case. This is because the money in question was a balance transfer from another credit provider. As such, the money belongs to the credit provider and isn't Mr M's money. And given that the money was a balance transfer, I'm satisfied that Halifax's requirement that the money be returned to the account it was received from is both fair and reasonable.

Mr M was told of Halifax's requirement that the money be returned to source when he first contacted them to ask why the money hadn't been received into his current account. Mr M refused to accept Halifax's position on this matter and didn't provide the sending account details so that the money could be returned to the sending bank. As such, I feel that Mr M himself should be considered accountable for any frustration and delays that he might have incurred here, beyond the initial delay when Mr M first learned of Halifax's process and requirements.

Matters are complicated here by the fact that Mr M continued to ask Halifax to transfer the money to his current account and eventually succeeded. Halifax have explained that their agent that transferred the money to Mr M's current account made a mistake, and I'm in agreement with Halifax that the money should not have been transferred to Mr M's current account and that Mr M has obtained an outcome here that he should not fairly or reasonably have obtained.

Furthermore, while it would have been preferable if Halifax had told Mr M in the first instance that his request for the money to be transferred to his current account couldn't be completed, and that the money had to be returned to source, I don't feel that Mr M has incurred any tangible impact because he wasn't told this in the first instance, given that he refused to accept the correct and reasonable explanation when it was provided to him by Halifax.

Mr M may point out that subsequent Halifax agents didn't appear to understand Halifax's requirements and tried to help him arrange the transfer to his current account. But I don't feel that Halifax's agents should be censured for trying to provide good service, even if their attempts were misguided in this instance. And the point remains that Mr M was told of Halifax's requirements at an early stage in these proceedings, and so was aware of Halifax's requirements when asking later Halifax agents to act out of accordance with them.

In short, I don't feel that Halifax have treated Mr M unfairly here such that any form of apology or compensation payment to Mr M is merited, and I feel that Mr M has already obtained an outcome here that is clearly to his liking and which he should not have fairly or reasonably obtained. It therefore follows that I will not be upholding this complaint.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 14 October 2025.

Paul Cooper  
**Ombudsman**