

The complaint

Mr A complains about Bank of Scotland plc trading as Halifax (Halifax) when he requested a banker's draft to be sent to him.

What happened

What happened within this complaint is well known to both parties so I will aim to provide a brief summary.

In December 2024, Mr A telephoned Halifax to request a withdrawal from his bank account in the form of a banker's draft to be sent to him. An important detail to add here is that Mr A was at the time, and remains in prison; the funds were to credit his prison account which he could then spend on goods and services. Halifax accepted the request leaving Mr A under the impression it would be sent.

After a period of time in which the draft did not arrive, Mr A chased the matter with Halifax and logged a complaint. Halifax investigated, speaking with Mr A and issuing a response letter. They explained that they made an error in agreeing to the request as they had no signature on file for Mr A, plus they should have asked Mr A to put the request in writing. Accordingly, they credited Mr A's Halifax account with £100 for the service they provided. Unhappy, Mr A also brought his complaint to our service. Within a telephone call Mr A had with Halifax as part of the complaint, Halifax told Mr A that they would need someone to see and verify Mr A provide a signature, either a solicitor or the governor of the prison.

Mr A then instructed his solicitor to liaise with Halifax but what they sent was not accepted by Halifax.

After Mr A contacted Halifax again, they issued a follow-up final response letter in which they said they had sent a signature mandate form which they needed to be returned after it was witnessed in front of the warden or custodian. Without it, they could not issue the draft.

There followed significant communication between Mr A and Halifax involving the prison in a continued attempt to secure the witnessed signature and, get authorisation from the prison service to have the draft sent and credited. Eventually, this was completed in July.

Throughout this time, our investigator looked into the issue and attempted to support the draft request. They then issued their view on completion of the investigation in which they said that they did not think that Halifax had acted fairly and consequently, and that Halifax should award another £100 to Mr A for stress and inconvenience.

Mr A disagreed with this outcome and requested an ombudsman review his complaint. Within his continued dissatisfaction, Mr A requested that Halifax should pay for his solicitor's time for providing the signature letter that Halifax instructed, but then rejected.

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've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, and while I recognise this will come as a disappointment to Mr A, I am in agreement with the investigator for broadly the same reasons mentioned in their views.

I acknowledge how strongly Mr A feels about this complaint and what he sees as the severe consequences of the delay in the draft, caused by Halifax, for example not being able to pay for important correspondence to be sent, and solicitor bills.

Our rules require me to determine a complaint by considering all of the evidence from both parties in order to decide what's fair in all the circumstances. Although I may not mention every point raised, I have considered everything but limited my findings to the areas which impact the outcome of the case. No discourtesy is intended by this, it just reflects the informal nature of our service.

What's not in question is that the service that Halifax provided initially was not up to standard, and I'm pleased to see that within their apology and compensation, they treated Mr A fairly.

Firstly, I do find it regrettable that when Mr A asked for a banker's draft in early 2024 - prior to this request - Halifax made an error in agreeing to it without a signature. As much as I accept that mistakes do happen, and Halifax displayed ownership by admitting to their error, I sympathise with Mr A in that Halifax inadvertently set a precedent at that time, meaning that Mr A naturally expected that *this* request would be processed in the same way i.e. without issue.

I wanted to mention a concern that Mr A had around the reason he was required to provide a signature i.e. that Halifax did not already have it on file and perhaps they may have lost it. Looking through evidence and testimony of this complaint, I can't find anything that would indicate Halifax lost Mr A's signature, as I'm persuaded that the reason they did not have it on file was more likely because it had expired, or it was never captured initially. Mr A has suggested that Halifax should have better processes here but our service can't compel or instruct Halifax to change those for example, to automatically requesting its customers to provide an updated signature on a periodic basis.

One aspect I wanted to address was Mr A's unhappiness about Halifax refusing to issue the draft even when they were presented with Mr A on a phone call, verified, being in possession of his letter requesting the draft, and the draft being his own money for him to use. I can fully understand how frustrating this would be for Mr A to have his request refused in these circumstances, but Halifax are entitled to have regulator-approved processes and procedures in place which they must adhere to, regardless of Mr A's expectation.

Similarly, I know Mr A feels strongly that in view of a number of factors which I will list, that Halifax had the opportunity far earlier to issue the cheque. Mr A has mentioned that it was

clear it was him requesting the cheque, his solicitor wrote to Halifax about his signature, Halifax had sent a cheque previously without issue, the cheque was being sent to a prison, and Mr A passed all telephone security checks. It's clear that Mr A considers all these circumstances to be valid enough to issue the cheque, but I can't agree here as they do not take priority over the robust processes that Halifax has in place.

Moving onto Mr A's request about his solicitor cost, I know he feels strongly that Halifax should cover the bill which his solicitor raised for the letter they produced about Mr A's signature. As our investigator has stated, Mr A could have clarified with Halifax within a telephone call exactly what their requirements were around solicitor involvement for confirming his signature. I have listened to the call in question, and the Halifax staff member attempted to explain that someone needed to verify Mr A providing the signature, even mentioning that a solicitor or the governor needed to be present. As Mr A did not explore and clarify Halifax's signature verification requirements within that call, I can't hold Halifax responsible for what Mr A did instruct his solicitor to do; which subsequently turned out to be invalid.

In terms of the compensation given, looking at the total of £200 which our investigator recommended, and that Halifax agreed to, I do find it to be fair in the circumstances. Regarding the additional £100 which brought the total to £200, I understand this has already been credited to Mr A's account with Halifax.

I know Mr A has expressed his dissatisfaction around Halifax's processes involving the issuance of banker's drafts but as mentioned, our service does not have the power to ask Halifax to change these. Mr A can raise his concerns in writing to the regulator, the Financial Conduct Authority (FCA) although he should be aware however, that the FCA won't consider individual complaints.

Finally, I acknowledge Mr A's unhappiness about our investigator not listening to a key telephone call sooner, and I can see that our investigator explained his rationale, and also apologised. That said, from listening to the call myself, I agree it does not change the outcome of the complaint.

In conclusion, I can see that Halifax and HM Prison Service both worked within their processes, and whilst I acknowledge the significant frustration and delay this caused, other than the aspects of service that Halifax addressed in their final response letter, I can't find that they made any error. While Mr A is likely to be unhappy with my decision, I have to base my decision on the evidence and facts presented; therefore, I can't ask Halifax to do anything further.

My final decision

For the reasons I have given it is my final decision that the complaint remains upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 3 December 2025.

Chris Blamires

Ombudsman