

## **The complaint**

Mr R complains that Bank of Scotland plc trading as Halifax (“Halifax”) won’t refund payments he says he didn’t authorise.

## **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, I understand it to be as follows.

In April 2025, Mr R contacted Halifax as he’d noticed a number of transactions on his account which he believed he hadn’t authorised. The transactions all went to one specific retailer (further referred to as E) between October 2024 and March 2025.

Halifax looked into the matter but declined to reimburse Mr R on the basis that they were satisfied the evidence available suggested that he’d carried out the payments himself. Unhappy with this response, Mr R referred his complaint to our service.

An investigator looked into Mr R’s complaint but didn’t uphold it as they were persuaded that it was more likely than not that Mr R authorised the transactions. The investigator also felt that the merchant name which appeared on his bank statements wasn’t the name of the shop he’d used, explaining why Mr R didn’t immediately recognise the transactions.

Mr R disagreed with the investigator’s findings, stating that E hadn’t taken any funds since he reported the issue and believed that his old card had been cloned.

As the complaint couldn’t be resolved by the investigator it has been passed to me for a 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.

Mr R has provided detailed submissions to our service in relation to this complaint. In keeping with our role as an informal dispute resolution service, I will focus here on the points I find to be material to the outcome of Mr R’s complaint. This is not meant to be a discourtesy to Mr R and I want to assure him I have considered everything he has submitted carefully.

Generally, Halifax is able to hold Mr R liable for the disputed transactions if the evidence suggests it’s more likely than not that he made or otherwise authorised them himself. This position is confirmed in the Payment Service Regulations 2017 (PSRs) and the terms and conditions of his account.

From the evidence provided by Halifax, the payments were made using Mr R’s debit card. While this is important, it isn’t enough on its own to say Mr R is liable for the transactions.

Halifax also has to show it's more likely than not that Mr R himself made or otherwise authorised the transaction.

Many of the transactions in dispute appear to have taken place very shortly before, or after, other transactions which Mr R hasn't claimed as unauthorised. On a number of occasions, transactions to E were made within 5 minutes of payments Mr E hasn't disputed.

This means that, in order to say that Mr R didn't authorise the transactions he's claimed, I'd need to be persuaded that someone was able to take Mr R's card from his possession, carry out the transactions at E and return his card, all without Mr R's knowledge.

I can also see that two of the transactions Mr R has disputed was carried out using his debit card's genuine chip and his Personal Identification Number (PIN). This shows that the person carrying out the transaction not only had possession of Mr R's card, but that they also knew his PIN. Mr R explained to Halifax that only he knows his PIN and he hasn't kept a written record of it. As that's the case, it seems likely that Mr R carried out the transaction made using his card and PIN as I'm unable to see how another party could've discovered Mr R's secure information without his knowledge.

Given that Mr R has disputed over 30 transactions for a period of around five months, with some being in such close timings with genuine transactions, it seems unlikely that an unauthorised party could've taken and returned Mr R's debit card on so many occasions without being detected by him.

Further to this, it seems unusual that an unauthorised party would carry out fraudulent transactions solely at one particular retailer over such an extended period.

I understand that Mr R believes that his card had been cloned. But, having reviewed the transactional data supplied by Halifax, I'm satisfied that it was Mr R's genuine card which was used for the disputed transactions.

I appreciate that Mr R feels as though E not taking any payments from his new card suggests that someone may have cloned his card.

The last disputed transaction made to E was on 04 March 2025, with Mr R reporting the transactions to Halifax on 19 April 2025. Given how often the disputed transactions occur between October 2024 and March 2025, it seems unusual that an unauthorised third party wouldn't have used Mr R's card for around 6 weeks. Instead, I believe this supports the argument that the transactions to E were genuine, albeit they were shown on bank statements as being made to a retailer Mr R doesn't recognise.

Based on all the evidence available, I'm unable to see how an unauthorised third party could've taken and used Mr R's card on so many occasions without his knowledge. Instead, I believe it more likely that Mr R carried out the transactions and now doesn't recognise the amounts or the retailer that appears on his bank statements.

Because of this, I think Halifax have acted fairly in declining Mr R's request for reimbursement of the disputed transactions, on the basis I think it's more likely than not that Mr R authorised them.

### **My final decision**

My final decision is that I do not uphold this complaint against Bank of Scotland plc trading as Halifax.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 10 March 2026.

Billy Wyatt  
**Ombudsman**