

The complaint

Mr H is unhappy Bank of Scotland plc, trading as Halifax, will not refund the money he lost to a ticket scam.

What happened

Mr H bought two concert tickets on 29 November 2024 by debit card for £556.55. He bought them through an intermediary reseller site he had successfully used before. However, after speaking directly with his seller he realised he had been scammed.

He called Halifax on 31 January 2025 to report this. Halifax agreed to raise a chargeback claim for misrepresentation and refunded the money, making clear it may be re-debited if the merchant successfully defended the chargeback. As it did so, the funds were removed from Mr H's account on 17 March 2025.

Mr H says by doing this the bank itself has also been scammed and he wants his money back. He was also never told he could only raise one dispute.

Halifax says the chargeback process was correctly followed. The merchant confirmed that the event was scheduled for 16 July 2025 at 14:30, and that tickets would be delivered in time. It evidenced that Mr H accepted its terms and conditions at the time of purchase, which stated that all sales are final and tickets may be delivered up to five days before the event. So there was no evidence it was in breach of its agreement with Mr H in March 2025.

Halifax did however pay Mr H £120 compensation as it had incorrectly advised that he could raise a second dispute when he called in July 2025. The chargeback scheme rules only allow for one dispute per transaction.

Our investigator did not uphold Mr H's complaint. She said the bank had properly presented Mr H's chargeback claim and warned him it might not succeed. He was told on the call in January only that only one dispute per transaction could be raised. She acknowledged that not getting the tickets as expected had caused Mr H stress and inconvenience. But with regards giving Mr H inaccurate information in July, she found the bank's apology, feedback to the colleague involved and compensation payment of £120 was proportionate.

Mr H disagreed and asked for an ombudsman's review. He said our assessment gives the green light to scammers. He feels strongly we have reached the wrong conclusion.

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 have also taken into account the relevant laws, regulatory rules and guidance, codes of practice and what I consider to have been good industry practice at the time. I also want to reassure Mr H I have thought about all of his comments after listening carefully to his post-assessment call with the investigator. I mean no discourtesy by this, but in keeping with our

role as a quick and informal dispute resolution service – and as our rules allow - I will focus here on the issues I find to be material to the outcome of his complaint.

I am sorry Mr H fell victim to a cruel scam – and I can see that it was particularly upsetting and frustrating as the tickets were a sought-after gift for his daughter. But I can only consider here whether the acts and/or omissions of the bank, which had no role in the scam itself, means it should be liable for Mr H's loss.

There is no question here that Mr H authorised the payment and there was nothing about the payment that meant Halifax needed to intervene before following Mr H's payment instructions. It had no characteristics indicative of possible financial harm.

What remains in dispute here is whether Halifax did the right thing once Mr H told it he suspected he had been scammed. As the payment was made by debit card the route to try to recover the money would be the chargeback scheme. Halifax raised a chargeback claim on the grounds of misrepresentation. This was based on the fact Mr H said he knew he had been scammed as his reseller admitted on a call that there were no tickets. I have listened to the relevant calls between the parties on 31 January 2025 and prior to taking this course of action, Halifax suggested another option maybe to wait till after the concert date (16 July 2025) when he could claim on the grounds he had never received the tickets. As the concert was what the chargeback rules classify as 'future-dated' he would have 120 days from the date of the event, or the date of the expected e-ticket delivery.

On this call Halifax told Mr H he could only raise one dispute, and whilst it was happy to raise a claim now, waiting may give him a more 'clearcut' case. Mr H did not want to wait, and I accept he had his reasons for this. But this does not mean Halifax made an error. And the merchant was able to defend the chargeback as it could evidence Mr H had agreed that tickets would be delivered up to 5 days before the event – so at that point in time there was no certain evidence there was a problem. Indeed, as Mr H and Halifax discussed the claim on the call he accepted there was no strong evidence, and he thought he would lose yet he wanted to go ahead at that time. I find it reasonable that Halifax accepted the merchant's defence and did not escalate the case to the card network.

In the round, I can find no fault in the way Halifax attempted to recover Mr H's money.

Halifax accepts it made an error when the parties spoke in July as it told him Mr H could raise another dispute when that was not the case. I find its response to this to be appropriate - an apology, £120 compensation and feedback to correct the training gap. So I am making no further award.

In summary, I am not instructing Halifax to refund the payment to Mr H. I'm sorry Mr H has lost this amount of money and I can understand why he would like to be compensated for his loss. I do accept he has fallen victim to a cruel scam and this has caused significant distress. But as I said, I can only consider whether Halifax, which had no involvement in the scam itself, should be held responsible for what happened. For the reasons set out above I do not find Halifax can be held liable for the payment in the circumstances of this case.

My final decision

I am not upholding Mr H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 5 March 2026.

Rebecca Connelley
Ombudsman