

The complaint

Miss T has complained Bank of Scotland plc, trading as Halifax, won't refund her for six transactions she didn't authorise.

What happened

After getting an alert from one of her social media accounts, Miss T noticed that a different device was accessing her account. She then found she no longer had access to her account.

Miss T noticed there'd been six transactions using her debit card, which was linked to the social media shop on her account. She'd not made these transactions so was concerned to find six deliveries of items which then differed from those that had been fraudulently ordered.

Miss T complained to Halifax. They originally refunded the transactions but then believed the merchant's evidence that these had been delivered to Miss T. They took back the refunds. Miss T complained further. Refunds were made and taken back again. Miss T brought her complaint to the ombudsman service.

Our investigator felt that Halifax had enough evidence to show Miss T had authorised the disputed transactions.

Unhappy with this outcome, Miss T has asked an ombudsman to consider her complaint.

I completed a provisional decision on 19 December 2025 as I didn't believe there was enough evidence to show these transactions had been authorised by Miss T.

Miss T accepted this outcome. No response was received from Halifax.

I now have all I need to complete my 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've reached the same conclusion as I did in my provisional decision. I'll explain why.

Where there is a dispute about what happened, I have based my decision on the balance of probabilities. In other words, on what I consider is most likely to have happened in the light of the evidence.

It's worth stating that I can choose which weight to place on the different types of evidence I review, including technical evidence, provided by financial institutions along with complainants' persuasive testimony.

When considering what is fair and reasonable, I'm required to take into account: relevant law

and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the relevant time.

The regulations which are relevant to Miss T's complaint are the Payment Services Regulations 2017 (PSRs). These primarily require banks and financial institutions to refund customers if they didn't make or authorise payments themselves.

Having reviewed the evidence, I don't believe there is sufficient to show that Miss T authorised these disputed transactions. I say this because:

- Miss T's Halifax card details are linked to the shop on her social media account. This appears to operate very similarly to other similar marketplaces. Halifax has limited data about how Miss T's card was authenticated other than through the social media account.
- I've seen evidence from Miss T that shows an alert she received showing different devices accessing her social media account. Following this, six transactions were made supposedly for six identical purchases. Miss T has shared copies of the orders which she didn't make. She then received copies of confirmations of items to be delivered.
- Miss T's video evidence shows her opening one of these parcels. There's no dispute this doesn't reflect the items that were supposedly purchased. This matches the other five deliveries.
- I believe there's the potential for Miss T's social media account to have been compromised. There are various social media scams which are similar to this scenario where items – not the ones seemingly ordered – are still delivered to the account address as part of the scam. I don't agree this means these must have been ordered – and therefore the transactions authorised – by Miss T. As required under the PSRs, I just need to consider whether there is potential for fraud to have taken place, and in this case I am satisfied.
- I appreciate Halifax consider as items were delivered, then transactions must have been authorised. But I don't agree. What I believe happened to Miss T, matches scams that are widespread across international marketplaces.
- I have considered the potential for first party fraud but think this would be a very convoluted arrangement.

I believe Halifax will need to refund £335.88 to Miss T, along with 8% interest for the time she's been without those funds.

My final decision

For the reasons given, my final decision is to instruct Bank of Scotland plc, trading as Halifax, to refund £335.88 to Miss T, along with 8% simple interest for the time she's without funds.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 9 February 2026.

Sandra Quinn
Ombudsman