

The complaint

Mr W complains about the actions of Bank of Scotland plc, trading as Halifax, after he reported that he had been the victim of a scam.

What happened

The background to this complaint is well-known to both parties, so I've only set out a brief summary of some of the key events here.

In June 2024, Mr W was approached by a gardener working in the local area who said a tree on his property was at risk of falling over, and that Mr W could be responsible for any resulting damage. The gardener suggested some treatment for the tree, which Mr W agreed to. And the gardener then returned to Mr W's property on several occasions to check the tree and carry out further work they told Mr W was necessary.

During this time, Mr W made several payments from his Halifax account to the gardener to pay for this work, as set out below:

Date	Amount
24 June 2024	£1
24 June 2024	£6,000
12 July 2024	£5,000
14 August 2024	£5,000

After the payments, Mr W became concerned that he couldn't see any work had been done. And, after speaking to a friend of his, he felt he had been the victim of a scam and reported the payments to Halifax.

During the phone call when he reported the payments Halifax told Mr W that, because it appeared some work had been done, it couldn't record this as a scam. Mr W wasn't satisfied with Halifax's response, or with the service he received on the call and Halifax's subsequent responses to his communication. So he referred a complaint to our service.

In its submission to our service, Halifax agreed to refund the payments Mr W had made and to pay him £150 as compensation for the poor service he received. One of our investigators looked at the complaint and felt Halifax should also pay 8% interest on the refund. Halifax agreed, but Mr W felt the amount of compensation should be increased, so the complaint has been passed to me.

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.

Halifax has already agreed to refund the payments Mr W made to the gardener here, and to pay interest on the refund of the second, third and fourth payments from the date of the payments until the date of the refund – which I think is fair. So I don't think it's necessary to

consider these issues any further, and the only remaining issue is whether the compensation Halifax has agreed to pay is fair.

Mr W has sent us detailed evidence of how both the scam and Halifax's response to his claim have affected him. I'm grateful to him for his openness about this, and about the personal circumstances and medical conditions he's also given us details of. And I don't underestimate the impact this situation has had on him or the severity of the circumstances and conditions he has mentioned. But I must also take into account that it is the scammers who were the original and ultimate cause of what happened here, and I don't think it would be fair to hold Halifax wholly responsible for how it has impacted him.

I've listened to recordings of the calls Mr W had with Halifax when he reported the scam and raised his claim. And I agree that the customer service Halifax provided in this call fell below the level we'd expect, and that the advisors he spoke to could have been more empathetic and understanding of his situation. I also think there were delays in Halifax's responses to his claim, and its subsequent communication didn't always follow the process he'd requested, which added to the distress and inconvenience he was caused.

But Halifax has now agreed to pay Mr W 8% simple interest on the refund of the payments, from the date of the payments until the date they were refunded, which I think fairly compensates Mr W for the time he was without access to his funds as a result of any failing or delay by Halifax.

Our service also wouldn't usually expect a business meet the kinds of costs and expenses Mr W has suggested Halifax should be required to pay here. And I don't think it would be fair to require Halifax to meet them here, as I think they are too far removed from the failings I think Halifax made. I also don't think the amount of compensation Mr W has suggested Halifax should be required to pay is in line with our typical award structure or would be fair in these circumstances.

From what I've seen, I think the amount of compensation Halifax has agreed to pay is fair and reasonable compensation for the distress and inconvenience I think the errors it made caused to Mr W. And so I don't think it would be fair to require it to pay anything further, or to pay the amount of compensation Mr W has suggested.

Mr W has mentioned that he feels Halifax didn't respond to the subject access request he made correctly or within the required timescales. He's also suggested Halifax has failed to comply with certain legislation. And he's asked that Halifax take action to bring it in line with existing legal and regulatory obligations, including updating processes and training of staff. But these aren't matters our service can consider or actions our service can direct Halifax to take. So if Mr W wants to pursue these issues further, he should raise them with the relevant authorities.

I sympathise with the position Mr W has found himself in. He has been the victim of a cruel scam and I recognise that it has had a significant impact on him and that my decision will come as a disappointment to him. But I can only look at the actions of Halifax here, not of the scammers themselves. And, for the reasons I've explained above, I think the refunds and compensation Halifax has now offered is a fair and reasonable resolution to his complaint.

I don't think it would be fair to require Halifax to pay anything further.

My final decision

I uphold this complaint in part and require Bank of Scotland plc, trading as Halifax, to:

- Refund Mr W the £16,001 he lost as a result of this scam
- Pay Mr W 8% simple interest on the refund of the second, third and fourth payments, from the date of the payments until they were refunded
- Pay Mr W £150 compensation

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

Alan Millward
Ombudsman