

The complaint

Mr A and Mrs A complain that Bank of Scotland plc trading as Halifax are pursuing them for a loan that they say wasn't taken out by them. They want Halifax to clear the loan, interest and charges.

Mr A has mainly corresponded with our service so, for ease, I'll refer to Mr A below.

The background to this complaint is well known to both parties. So, if there's a submission I've not addressed; it isn't because I've ignored the point. It's simply because my findings focus on what I consider to be the central issues in this complaint – that being whether Mr A more than likely took out this loan with Halifax.

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 agree with the conclusions reached by our Investigator for the reasons I'll outline below.

Where the evidence is incomplete, inconclusive, or contradictory (as it is here), I have to make my decision on the balance of probabilities – that is, what I consider is more likely than not to have happened in the light of the available evidence and the wider surrounding circumstances.

Firstly, Mr A raised some disputed payments on his account from 04 March 2025. Halifax first need the opportunity to review those payments as part of a new complaint and because they haven't, I can't consider those payments here. Mr A will need to make another complaint to Halifax about those.

To decide this complaint, I need to consider whether Mr A willingly applied for this loan and its terms and conditions. And whether Halifax has treated him unfairly by holding him liable for the total amount.

Halifax's records show that a £10,000 loan was applied for on 13 March 2025 and released into Mr A's joint account the same day. The technical data shows that it was Mr A's device that applied for the loan and from his IP address. And that there was no evidence of remote access with no change to Mr A's banking credentials. An e-mail was also sent to his e-mail address to confirm the loan had been taken out and his genuine phone number.

Mr A has confirmed that he was admitted to hospital on 10 March 2025 and that it wasn't him who applied for the loan. However, he was discharged on 11 March 2025, which was two days before the loan application. Mr A has also confirmed to Halifax and our service that he didn't download any apps when he spoke to a third-party in February, didn't share his screen, doesn't leave his device on and that no one else knows his password.

As a result of the above, I can't say Halifax has treated Mr A unfairly by asking him to repay the loan.

I know this will not be the outcome Mr A was hoping for and he will be disappointed with the decision I've reached. I understand this has been a very difficult experience for him. But this final decision ends what our service can do for him in relation to this loan.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Mrs A to accept or reject my decision before 7 May 2026.

Mark Dobson
Ombudsman