

The complaint

Miss G complains that Bank of Scotland plc (Halifax) didn't do enough to protect her from losing £5,500, which she believes was paid as part of a scam. She'd like Halifax to refund the payment and address the impact it has had on her account.

What happened

In February 2025, Miss G attempted to make a payment of £5,500 by bank transfer to a company connected to a property training course. Halifax stopped this payment and asked her to attend a branch with identification, before it could be approved. Later the same day, Miss G made a debit card payment to the same company instead.

Miss G said she attended a property investment event where she was encouraged to purchase a training and development package. She said she expected one-to-one mentoring and support, but this didn't materialise. She said she felt pressured into making the payment and later believed she had been scammed of her money.

Miss G discussed the payment with Halifax. There was some confusion about how and whether the payment had been made. However, it was clarified that the bank transfer had been stopped, but the debit card payment had been processed. Miss G said she said to Halifax that she didn't want the payment to go through, as she thought the payment was still pending, but Halifax clarified that the debit card payment had gone through.

Miss G then reported to Halifax that she felt she had been scammed and asked it to recover the funds. At this point, Halifax raised a chargeback claim on her behalf. A temporary refund was provided while the claim was being considered.

However, in March 2025, the merchant defended the chargeback claim, providing evidence that the course materials and support had been made available. The chargeback claim was unsuccessful and the temporary refund reversed.

Before the refund was reversed, Miss G transferred funds out of her account. When the temporary refund was reclaimed, this resulted in a negative balance and an unauthorised overdraft. The outstanding balance was subsequently pursued by Halifax.

Miss G complained to Halifax, and it responded saying it didn't think it did anything wrong when she made the payment. It said it handled her chargeback claim correctly and this led to her being overdrawn. It made a payment to her for £65 for the distress and inconvenience it felt it had caused her.

Miss G was not happy with this response and so contacted our service. An investigator looked into matters and said he didn't think he could conclude a scam had occurred here.

Miss G remained unhappy. In response she said:

- She didn't understand that the debit card payment had already been made when she spoke to Halifax in branch.

- She believed the payment was still pending and said she didn't want it to go through.
- She felt Halifax didn't properly help her at the time and the situation has caused her significant stress and financial difficulty.
- She considered it unfair that the bank allowed the payment to proceed despite it having earlier concerns.

Miss G then sent in screenshots of comments by other people that had paid money to the company in question.

As the parties are not in agreement, Miss G's complaint has been passed to me to make 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.

I have looked at what I see is the crux of Miss G's complaint. This is whether there was a scam, what happened when she made the payment, the chargeback claim and then what happened with her account after this.

Was this a scam?

I appreciate Miss G feels strongly that she was the victim of a scam. I've thought carefully about this as I've read through all of the documentation submitted by both sides, including the screenshots that Miss G sent in recently. I have taken into consideration all she has said about the sales environment, the pressure she described and the service she says she received, or perceived lack of it.

In doing so, based on what I have read, I don't think I've seen enough on this occasion to fairly conclude that a scam did occur here. I say this because I can see that she has paid a legitimate business that is registered with companies house. She has received course materials, one to one support and attended an event. I can see that she has received a service for the money she has paid.

It is clear that Miss G is unhappy about this and the service didn't meet her expectations. But I don't think that what she has described, on balance, meets what I would say was a scam. Rather on balance, this appears to be a dispute about the quality and nature of the service provided.

I appreciate that this doesn't make things ok for Miss G, particularly given the amount involved. But it isn't something that I can say on balance, was a scam that Halifax ought to have been looking out for, or taking action about, when she made the payment. So, although it did put her first attempt to make payment on hold and asked her to attend a branch with identification, I don't think I can say it did anything wrong by doing what Miss G wanted when she authorised the payment on her debit card later that day. As I'm not persuaded this payment was made as the result of a scam, I don't think it would be fair to expect Halifax to have intervened to prevent it.

What happened when the payment was made

As I mentioned earlier, there was some confusion around the time the payment was made. Miss G said she believed the payment was still pending and she said to Halifax that she didn't want the payment to go through. I can see why there was some confusion especially as she was asked to go into the branch, and the first payment was blocked.

That said, Miss G did make a second successful payment on her card. Halifax said that the bank transfer had been stopped and that the debit card payment had been made. Miss G then asked if it had gone and there was then confirmation that it had.

So, while I accept there was some initial confusion here, I'm satisfied that Miss G was aware that the debit card payment had been made. I haven't been able to see where Halifax ought to have intervened and stopped it. Rather, Miss G authorised the payment using her card, and Halifax processed it. As I have already concluded, I also wouldn't have expected Halifax to have intervened here either.

The Chargeback claim

Halifax raised a chargeback claim after Miss G reported the matter. It then applied a temporary refund whilst the claim was being considered. Halifax was following the scheme terms here and doing what it ought to have done in the circumstances, when Miss G reported the payment as a scam.

It was only later on, when the merchant then defended the claim that it was unsuccessful and a reversal of the refund took place. The outcome of a chargeback claim isn't decided by Halifax, but by the scheme operator, based on evidence provided by the merchants involved. I'm satisfied with that in mind, that Halifax followed the process and acted reasonably in relying on the outcome and then applying the reversal, when it had been informed about the outcome. So, in the circumstances, I don't think it made any mistakes here.

The overdraft and debt collection

Halifax applying the reversal, did have an impact on Miss G and her account. This is because she moved the temporary refund out of the account, and this created an unauthorised overdrawn amount. There were insufficient funds to cover the reversal.

In these circumstances, I don't think it was unreasonable for Halifax to treat this as a debt and take steps to recover it. After all, Miss G took the temporary refund out of the account, before a decision came back from the scheme operator about her claim. I haven't seen evidence that any error by Halifax led to the overdraft, and so I don't require it to do anything further here.

Finally, I recognise this has been a difficult experience for Miss G. Although, I have concluded on balance that a scam hasn't taken place here, I do acknowledge that she is deeply unhappy about what she received for her money. For the reasons I have given above, I don't think I can say Halifax are responsible for this though or have treated her unfairly. Halifax has paid her £65 for any distress and inconvenience it has caused her, but other than that I don't think, based on what I have concluded, that it needs to do anything further than this.

My final decision

For the reasons I've explained, my final decision is that I do not uphold Miss G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 21 May 2026.

Mark Richardson

Ombudsman