

The complaint

Mr M complains that Bank of Scotland plc (“BOS”) mishandled his query about account activity he didn’t recognise.

What happened

The background to this complaint is well known to both parties, so I won’t repeat everything here. In brief summary, Mr M contacted BOS in October 2022 about account activity he didn’t recognise. He’s unhappy about how BOS then dealt with things. He couldn’t reach agreement with BOS, so referred his complaint about BOS to us. An Investigator here looked into things and didn’t recommend that the complaint should be upheld. Mr M asked for an Ombudsman’s decision, so the case 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.

Having done so, I’ve reached materially the same conclusions as our Investigator and for the same reasons. I don’t uphold this complaint.

Mr M phoned BOS on 17 October 2022 to report an account transaction he didn’t recognise. A recording of this call evidences the following exchange between Mr M and BOS:

BOS: “That’s Now TV”

Mr M: “Now what?”

BOS: “That is Now TV”

Mr M: “Now TV. I’ve not got Now TV”

BOS: “Right, so that payment also came out on the twentieth of September. So you might have subscribed to some sort of subscription.”

Mr M: “No. No. Not for Now TV”

Mr M’s and BOS’s conversation continued, with BOS explaining that if Mr M didn’t recognise the transactions, it’d need to report them as fraudulent, but that Mr M might want to check with Now TV just in case he’d accidentally accepted some terms and conditions (or something like that). But Mr M reiterated that he didn’t have Now TV. So, BOS explained that it would block his card (to protect his account) and send him a new card that should take around five days to arrive.

BOS processed temporary refunds of the transactions. But on receipt of information suggesting the transactions weren’t fraudulent, it re-debited such transactions from Mr M’s account which I’m satisfied wasn’t unreasonable.

Mr M complains BOS should have given him prior notice it would be re-debiting the transactions from his account. However, I’ve listened to a recording of a telephone conversation between Mr M and BOS on 27 October 2022, within which Mr M said he’d

received email from BOS yesterday (26 October 2022) saying it was going to re-debit the transactions. So I'm satisfied BOS *did* give Mr M prior notice of the re-debits.

I understand Mr M also complains that BOS should have told him at the start the transactions were for Now TV. I understand his point to be that if BOS had done so, he might've avoided some inconvenience, including his card needing to be blocked, given he was able to resolve things when he later contacted Now TV directly. But, actually, that's exactly what BOS *did* tell Mr M before it blocked his card. I'm satisfied from the evidence that BOS *did* tell Mr M the transactions were for Now TV before it blocked his card *and* it suggested Mr M might want to check in with Now TV to make sure he hadn't made a mistake. But Mr M was clear he *didn't* recognise them. And I don't think BOS's decision to therefore block his card (to protect his account) was unreasonable. And overall, it seems to me that BOS has simply tried its best here to help Mr M with transactions he mistakenly thought were fraudulent. So, I don't uphold this complaint or require BOS to do anything further.

My final decision

For the reasons explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 4 January 2024.

Neil Bridge
Ombudsman