

The complaint

Mr B complains that Bank of Scotland Plc (trading as Halifax) are unfair in declining to reimburse him for money that was stolen after he left his local branch.

What happened

Mr B holds an account with Halifax. In June 2022 he withdrew £650 from his local branch. As he was walking back to his car he was robbed of the money.

His insurance covered £500 of his loss, and he asked Halifax to cover the rest. He said he had been told by the police that robbers often work in groups, with someone observing the branch and relaying information outside. He said the front of branch was clear glass, so anyone could have observed his withdrawal. Halifax declined to offer anything, saying the incident happened outside of their premises, and this would be a matter for the police.

The frontage and layout of the branch were later changed, which prevented observation of transactions. Mr B complained again, but Halifax still declined. They reiterated this was a criminal matter, and a change to their windows doesn't affect the outcome.

Unhappy with this answer Mr B referred his complaint to our service, but our investigator didn't think the complaint should succeed. They said the branch had facilitated the withdrawal, and they couldn't reasonably foresee what would happen to Mr B once he left the branch. They said the bank was entitled to determine the layout of their own branches and couldn't say that the layout or design led to Mr B being robbed.

Mr B disagreed, saying the original design of the branch offered an unrestricted view from outside, and that this was fundamental to him being robbed.

As no agreement could be reached, the complaint has been passed to me to decide.

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.

Firstly, I'm sorry to hear of how Mr B was robbed. I've no doubt this will have been an incredibly unpleasant experience for him.

In this case though the robbery took place away from the Halifax branch – after their role in the payment transaction had completed. Once the payment transaction had completed, and Mr B had left the branch they can't reasonably be responsible for the safety and security of his money.

I've considered what Mr B has said about the branch design at the time. There are no specific obligations that I'm aware of in terms of how a bank should design their branches, and generally it would up to the bank to make this choice. I also note that Mr B has said the police have closed their inquiries.

There is very little information for me to know why or how Mr B was targeted – it would merely be speculation. And in the circumstances that wouldn't be enough for me to conclude that the layout or design of this particular branch was responsible, and that Halifax would have been reasonably aware of this at the time. I'm also not persuaded that the changes to the branch design were an attempt to prevent robberies, or that they would have prevented Mr B from being targeted had they been in place at the time.

Ultimately, I'm not persuaded that anything Halifax did helped or contributed to the criminal's decision to target Mr B. As such, I'm not satisfied that it would be reasonable to expect Halifax to cover his remaining losses.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 16 October 2023.

Thom Bennett
Ombudsman