

## **The complaint**

Mr and Mrs G complain about poor service by Bank of Scotland plc (trading as Halifax) when they asked about extending the term of their mortgage. They ask for more compensation.

## **What happened**

Mr and Mrs G took out a mortgage with Halifax in 2017, most of which was on interest only terms. In 2021 they asked about extending the term for two years as this would fit better with their plans.

Halifax didn't agree to extend the term as Mr and Mrs G didn't meet its criteria. However, this complaint isn't about Halifax's decision not to extend the mortgage. It's about the poor service Mr and Mrs G received, including cancelling/changing appointments, not making calls when agreed, making calls at inconvenient time, calls from unknown staff members and leaving obscure messages. They say this wasted their time and caused stress. Mr and Mrs G said the complaint handler wasn't prepared for the call and lied to them about timings and the compensation offered.

Halifax said it should have told Mr and Mrs G that the mortgage adviser was off sick and couldn't make the agreed appointment. It also said it should have responded to their messages, and not called before 4pm when they'd said this was inconvenient. Halifax offered £100 compensation. Our investigator said this was fair.

Mr and Mrs G didn't agree. Mrs G said we needed to listen to all the calls to understand how much time was wasted. Mrs G said the fact that Halifax didn't have records of all the calls was in keeping with the poor record keeping, time wasting and lack of clarity they'd experienced and for which they wanted more compensation.

## **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.

Mr and Mrs G set out their complaint in detail and their frustration is clear. We offer an informal dispute resolution service. I don't need to set out what happened in the same level of detail in order to reach a fair outcome and explain the reasons for my decision to the parties.

Halifax's mortgage adviser arranged an appointment with Mr and Mrs G. She didn't call when expected. The mortgage adviser was unexpectedly off work due to illness, but no-one had told Mr and Mrs G this. They waited for over an hour. They sent emails, but didn't receive a reply.

This must have been especially frustrating as the appointment had previously been re-arranged by the mortgage adviser. And Mr and Mrs G had gathered information ready for the call.

Halifax left a message later, saying the mortgage adviser would call them the next day. Mr and Mrs G had told Halifax not to call before 4pm. While the message was left before 4pm, this was a message that Mr and Mrs G could listen to later, when convenient. And while the person leaving the message didn't leave his number for them to call back, I don't think that was an error. The message was only to say the mortgage adviser would call them.

There's always some inconvenience involved in applying for a mortgage, or to make changes to a mortgage. The mortgage adviser was away from work unexpectedly. But Halifax caused unnecessary additional inconvenience when it didn't let Mr and Mrs G know that the mortgage adviser was unable to attend the appointment. I think it's right that it offered compensation. I appreciate that Mr and Mrs G want more compensation. But I think in the circumstances £100 is fair and reasonable for the upset and additional inconvenience caused by the error.

Mr and Mrs G's remaining concerns are about how Halifax dealt with their complaint. I should explain that complaint handling isn't itself a regulated activity. That means this service can't necessarily look into complaints about complaint handling. I can look into how a complaint was dealt with if this impacted on resolving the underlying problem (here, the application for a term extension). I don't think that was the case here. The appointment with the mortgage adviser was re-arranged, so the application could continue in the usual way.

### **My final decision**

My decision is that Bank of Scotland plc (trading as Halifax) should pay £100 to Mr and Mrs G, as it offered to do. It can deduct any amounts already paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G and Mr G to accept or reject my decision before 15 August 2022.

Ruth Stevenson  
**Ombudsman**