

The complaint

Mr R complains that Bank of Scotland plc trading as Halifax delayed giving him the mortgage advice he needed, and that meant he's paying a higher interest rate on his remortgage now. He wanted Halifax to give him the lower rate that he'd first discussed with it.

What happened

Mr R said he knew about increasing mortgage rates, and was worried about that. He said he discussed options with a broker, and his existing lender, Halifax, was the best option. So he contacted them, and booked an appointment for 23 May 2023.

Mr R said he wasn't then sure whether to take out a mortgage on his own, or continue his joint mortgage. He wanted to speak to a lawyer before making a final decision.

Mr R said the advisor from Halifax that he spoke to didn't tell him she was part time, or that she would be difficult to contact. He said she also never told him he could run out of time on the proposal, or that she only did face to face meetings on Fridays.

Mr R said he then decided he would go ahead with the joint mortgage, but he would check this with a lawyer on 30 May. Mr R said he wanted to book an appointment right away, to happen as soon as possible after the meeting, but he didn't hear from the advisor until 1 June. It was only then that she told him she only takes face to face meetings on Fridays, and at this point she said she couldn't have a face to face meeting until the second week in June.

Mr R said he asked then about interest rates, and was told they'd gone up at the beginning of the month. Mr R said he then complained. In response, Halifax told him that by 30 May it was too late to have a meeting before the rates went up, as they went up the next day. But Mr R said the complaint handler seemed to have overlooked that the last day of the month was 31 May, and rates didn't rise until 1 June.

Mr R said he had secured a rate of 4.27%, he'd wanted the rate of 3.93% that he'd initially discussed with the advisor. Mr R said he was faced with paying over £1,000 more over the next five years because of what happened, and he didn't think Halifax had looked into the complaint in a professional manner. He wanted our service to look into things.

Halifax said it had booked an appointment for Mr R as soon as it could. It said it knew he had an appointment on 30 May 2023 with his solicitor, and he needed that advice before he could go ahead. Mr R was offered a meeting after 30 May, and then the advisor didn't respond to some subsequent emails because she was on leave. Halifax said this advisor was on leave until 27 May, and Mr R got an automated email telling him this on 26 May.

Halifax said it wasn't able to book Mr R in with a different advisor, as he didn't confirm the meeting until after he'd spoken to his solicitor. And it then took a little while to hold the appointment, because this advisor works part time, and only takes face to face meetings one day a week. So Mr R's appointment wasn't until 9 June. Halifax stressed that Mr R had been offered a video appointment instead, which could have been arranged sooner.

Halifax said it wouldn't give Mr R the rate that was discussed on 23 May.

Our investigator didn't think this complaint should be upheld. He said Halifax had given Mr R alternative options for an appointment, and Halifax is entitled to review and change its interest rates in line with market conditions. He said he wouldn't expect Halifax to honour a rate that had previously been discussed.

Mr R disagreed. He said he knew Halifax usually put its rates up at the start of the month. He said he'd wanted to secure a new rate before then. Mr R said the advisor didn't tell him her availability was limited, due to part time working and only doing face to face meetings once a week. And he said the advisor didn't tell him that the rates discussed hadn't been secured.

Mr R said although he had to wait until he'd seen his solicitor before he could have the meeting with the advisor, he was under the impression that the advisor meeting would be held on 31 May. He said that would have made more sense. But he was then unable to get hold of the advisor for some time, and by the time he did, she would only offer a meeting on 9 June. Mr R said he wanted the extra peace of mind of a face to face meeting.

Mr R said there were four Halifax banks within driving distance from his home, so Mr R thought there were plenty of other options to see a mortgage advisor before the end of May, but that was not offered. Mr R said the only thing the advisor was interested in was securing the best deal for herself or the bank.

Because no agreement was reached, this case then came to me for a final 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've reached the same overall conclusion on this complaint as our investigator. I'm sorry to have to tell Mr R that I don't think this complaint should be upheld.

I know that Mr R discussed rates on 23 May. I don't think it's likely that Mr R was told these rates were guaranteed, and he hasn't suggested that. I do think Halifax was entitled to change its rates after this.

I've read the email exchanges between Mr R and Halifax's mortgage advisor, from after this meeting. So I'm aware that Mr R wasn't ready, on 23 May 2023, to agree a mortgage. He first wanted to talk to a solicitor, before deciding how to proceed.

Mr R told the advisor that he had made an appointment with the solicitor for 30 May (which was a Tuesday). The advisor offered to book an appointment after this, and Mr R said she could provisionally book it in. He said he could only do after 1pm, until after "*Friday 01st morning*" when his shifts changed. (Although I think Mr R's meaning was clear, Friday was actually 2 June.)

The advisor asked Mr R on 25 May whether he'd like a video call or a face to face appointment. He replied on 26 May, to say he "*could come over on Monday if that's ok*".

I know there was a delay in responding to this email, owing to the advisor's annual leave. But, because Mr R couldn't arrange a mortgage until after he spoke to his solicitor on Tuesday 30 May, and also because Monday 29 May was a bank holiday, I think it's likely that Mr R was referring to Monday 5 June. So I think Mr R was offering to meet on 5 June,

and I don't think that Mr R was, at this time, pressing for the earliest possible meeting. If the advisor had been in the office at this time, I think an appointment would have been made for Mr R for 5 June, which was after Halifax's rates changed.

Mr R said he could have gone to a different branch to have an earlier meeting. But I think this wasn't offered to Mr R, because he hadn't been stressing the urgency of the meeting.

Mr R had the solicitor's meeting on 30 May, and emailed the advisor later in the day to ask when they could arrange their discussion.

At this point, I've explained that Mr R doesn't appear to me to have been pressing for the earliest possible appointment. So, partly, I don't think he got an earlier meeting, because he didn't ask for one.

I also note that even if Mr R had asked for an earlier meeting, his work schedule meant that the only option for him to have a meeting before Halifax's rate increase took effect on 1 June, was after 1pm on 31 May. Mr R hadn't clearly stated earlier, that he would like a meeting on that date, and I think it would have been unrealistic, after 4pm on 30 May, to expect that the advisor could provide a face to face appointment for Mr R in under 24 hours.

As we now know, on 1 June Halifax's rates changed, so Mr R wasn't able to secure the rate he'd previously discussed, but not applied for, on 23 May. I understand that this would have been very disappointing for Mr R. But I should stress that Halifax doesn't share information about upcoming rate changes like this privately with its advisors. So I don't think there's any suggestion that the advisor was delaying things from the start, to increase the rates Halifax could charge.

I know that Mr R will be very disappointed by my decision, but I don't think this complaint should be upheld.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 22 April 2024.

Esther Absalom-Gough

Ombudsman