

The complaint

Mr C complains about the barriers he says he faced when trying to obtain a product transfer on his mortgage with Bank of Scotland plc trading as Halifax. He's also unhappy that he was turned down for a payment holiday. He says that both of these issues have led to arrears accruing and Halifax unfairly taking legal action to take possession of his property.

What happened

Mr C has two mortgages with the Lloyds Banking Group. A second home loan with Halifax and a residential mortgage with Bank of Scotland. This complaint relates to his Halifax mortgage.

Mr C had a deal fixed at 1.82% until 29 February 2024, after which his mortgage reverted to Halifax's Homeowner Variable Rate ("HVR").

On 19 January 2024 Mr C called Halifax about a letter he received saying that he was in arrears of £715.10 on his mortgage account. During this call Mr C and the agent discussed his upcoming product maturity. Mr C said he was aware his current deal was ending on 29 February 2024, and he was expecting a product maturity letter around the start of the month. Mr C said he was aware that his mortgage payments would increase from March 2024 and that he needed to take steps to make his mortgage payments more affordable in the meantime – either through exploring options through the Government's Mortgage Charter scheme or by obtaining a new interest rate. Mr C ended the call by explaining that he'd be making a manual payment to clear the arrears on the account and that he'd be in touch to discuss his options regarding his mortgage payments at another time.

Mr C says that he never received the product maturity letter so in March 2024 his payments increased from £407.55 to £1,948.04 without any notice. As a result, this caused his direct debit on 1 March 2024 to bounce as he'd not budgeted for this increase.

On 27 March 2024 Mr C tried to obtain a product transfer on his Halifax mortgage, but he was unable to because there was another application in process on the system for his mortgage with Bank of Scotland. A complaint was logged about this. Mr C asked for a payment holiday for two months whilst his complaint was ongoing. Halifax declined this because he didn't meet its criteria on the basis that the account was currently in arrears of $\pounds 2,213.14 - March's$ payment hadn't been made due to an unpaid direct debit and there were other unpaid amounts within the last 12 months. Mr C disputed the existing arrears as he thought Halifax had wrongly increased his payment for March 2024 and he was unhappy that he'd been declined a payment holiday.

Halifax answered Mr C's complaint on 2 May 2024 and upheld it in part. It agreed that it provided poor service in relation to the product transfer and it paid Mr C £40 compensation. Halifax said that it would offer Mr C a rate available at the time of enquiry on 27 March 2024, backdated to 1 April 2024. It was agreed that Mr C would call back to speak to a mortgage advisor on 7 May 2024.

Mr C called Halifax on 21 May 2024 to speak to a mortgage advisor. The appointment went ahead on 23 May 2024. Mr C selected a two-year fixed rate deal at 5.19%. It appears there was an issue with the digital acceptance. Halifax says Mr C didn't accept the deal, so the rate switch didn't happen in June 2024. This became apparent in July 2024 when Mr C called to ask about the progress of his rate switch. Halifax subsequently carried out the account adjustment on 17 July 2024 – whereby the rate of 5.19% was backdated to 1 April 2024 and Mr C's mortgage account was credited by £3,307.70 to account for the higher interest charged on the HVR during this time.

Despite the account adjustment, Mr C's mortgage account remained in arrears of £7,517.79 by 1 August 2024. This was largely because he made no payments to the mortgage between April and July 2024. Having previously written to Mr C giving him a final warning about the arrears on 13 June 2024, Halifax subsequently wrote to Mr C again on 9 August 2024 to inform him that it had started legal action to recover the arrears – which could lead to repossession of the property.

Mr C made two further complaints. He remained unhappy with the service he received during the product transfer process. He was also unhappy that Halifax had started legal proceedings to recover the arrears.

Halifax accepted that it got things wrong during the rate switch application. It apologised for not keeping Mr C properly updated during the process and paid him a further £40 compensation. Halifax didn't agree that it had unfairly taken legal action.

Unhappy with Halifax's responses to his complaints, Mr C came to the Financial Ombudsman Service. An investigator looked into things and didn't recommend that the complaint be upheld. He thought that when considering everything, Halifax had acted fairly in most instances, and where it had got things wrong it had done enough to put things right. Halifax wasn't asked to do anything further to resolve this complaint.

Mr C disagreed and asked for his case to be decided by an Ombudsman. I issued a provisional decision in which I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've given careful consideration to all the submissions made by both parties, but I won't address each and every point that has been raised. I'll focus on the matters that I consider most relevant to how I've reached a fair outcome – in keeping with the informal nature of our service.

We are an impartial service and we're here to provide a third-party perspective on disputes. This means we don't act for or represent businesses or consumers. So, my role is to look at all the information provided by both parties before reaching a decision which I feel is fair.

Where the evidence is incomplete or inconclusive, as some of it is here, I reach my decision on the balance of probabilities – that is, what I consider is more likely to have happened, in light of the evidence that is available and the wider surrounding circumstances.

I'll address each of the core complaint issues in turn.

Was Mr C given enough information to know when his product was ending?

Mr C's 2023 mortgage offer set out that his deal was fixed until 29 February 2024 after which his mortgage would revert to Halifax's HVR. So, at the point the mortgage was taken, Halifax provided Mr C with clear information about his interest rate and what would happen once his fixed term ended.

Mr C says that he never received the maturity letter in the lead up to his deal ending. I've considered all the available evidence to decide what I think most likely happened on balance.

Halifax has provided an audit record that shows Mr C was sent product maturity letters relating to both his mortgages. He was sent a maturity letter for his mortgage with Bank of Scotland on 1 January 2024 and for his mortgage with Halifax on 1 February 2024. The letters were sent to Mr C's registered correspondence address for his main residence.

We decide cases on a balance of probabilities basis – so I must consider what is likely to have happened, given all the evidence and circumstances – rather than requiring absolute proof. If we required proof of something happening or not happening, that would result in an unfair burden being placed on the consumer. That's because, as they're the party asserting the occurrence of an error or omission, it would be incumbent on them to prove that assertion. So, on balance, having considered all of the above, I think the maturity letters were most likely sent and most likely correctly delivered to the right address.

In any event, Mr C knew his mortgage products with Halifax and Bank of Scotland were maturing at around the same time and that his Halifax mortgage was specifically ending on 29 February 2024, as this was confirmed to him during the call on 19 January 2024. But he says that he was told during this call to expect a product maturity letter before taking action.

On 6 February 2024, Mr C called Bank of Scotland to ask for a payment holiday on his mortgage. He said he was expecting interest rates to come down and he wanted to delay fixing a new interest rate. Bank of Scotland said this wasn't a valid reason, so the payment holiday wasn't agreed.

On 12 February 2024 Mr C called Bank of Scotland again. This time he said that he needed a payment holiday because he'd only just received his product maturity letter which didn't give him enough time to secure a new deal for that month. A payment holiday was agreed for two-months and the next payment due on the Bank of Scotland mortgage was 1 April 2024.

As Mr C knew both his mortgages were maturing at the same time, it's unclear to me why by 12 February 2024 when he said he'd received the maturity letter for his mortgage with Bank of Scotland but not his Halifax mortgage, he didn't question this. He knew by that point that there was only around two weeks remaining on his mortgage with Halifax and if he'd not received the maturity letter that he was expecting in early February 2024, I think he would have likely questioned this at the same time.

Therefore, having considered all of the above, I've not seen enough to persuade me that Halifax didn't provide Mr C with reasonable notice that the deal on his Halifax mortgage was ending on 29 February 2024. And that without securing a new deal the mortgage would revert to the HVR. So, it follows that I don't uphold this part of Mr C's complaint.

The application of the product transfer

Mr C called Halifax on 27 March 2024 to request a product transfer to take place from 1 April 2024, but he was unable to do so because another application with his Bank of Scotland mortgage was still pending. Halifax accepted its error and in response to Mr C's complaint it agreed to honour a rate available on 27 March 2024, backdated to 1 April 2024.

Following the resolution of Mr C's complaint on 2 May 2024, it was agreed that he'd call on 7 May 2024 to speak to a mortgage advisor about selecting his new rate. It wasn't until 21 May 2024 that Mr C called Halifax. An appointment was scheduled the next day, but Mr C couldn't take the call, so the telephone appointment went ahead the following day – on 23 May 2024.

Mr C selected a two-year fixed interest rate deal at 5.19%. It appears that he was sent a digital acceptance which needed to be signed and returned by 30 May 2024 for the rate to take affect from June 2024. Halifax's notes suggest that Mr C didn't sign and complete the acceptance, so the product transfer didn't take place.

Mr C disputed this. He said he gave his acceptance over the phone and that should've been enough. It's unclear exactly what happened here but nevertheless, when Mr C followed up on his application in July 2024, the rate of 5.19% was still honoured. The account adjustment took place in mid-July and the rate was backdated to 1 April 2024 as agreed. And Mr C's mortgage account was credited by £3,307.70 to account for the higher interest charged on the HVR during this time. So, I'm satisfied Mr C has been put back in the position he would have been in had Halifax's system errors not taken place.

Halifax says 1 April 2024 is the earliest Mr C's new rate could have taken effect following his contact on 27 March 2024. It also says that Mr C's mortgage account has been adjusted, and the correct position has been reported to the credit reference agencies.

Mr C disagrees. He thinks that he should have been offered rates available to him in January 2024 – backdated to that time. He also thinks that any charges applied to his account in February 2024 should be refunded.

For the reasons I've explained, I can't reasonably hold Halifax responsible for Mr C not calling before 27 March 2024 to discuss his interest rate and so I don't agree that Halifax should honour an interest rate available before that date. I'm also satisfied that following Mr C's communication on 27 March 2024, the earliest a new rate could take effect from was 1 April 2024. So, by Halifax agreeing an interest rate available on 27 March 2024 and backdating this to 1 April 2024, I'm satisfied it has put Mr C back in the position he would have been in had the error not occurred. It follows that any charges incurred in February 2024 were appropriately applied to Mr C's mortgage account, and I don't find that Halifax needs to do anything further to settle this part of the complaint.

Following a further complaint, Halifax apologised that its service fell short during the product transfer process, and it paid Mr C a further £40 compensation – so Halifax paid Mr C a total of £80 compensation for its error.

It's not in dispute that Mr C faced barriers when trying to obtain a new deal in March 2024. Whilst Halifax has taken steps to put Mr C's account back in its correct position, I don't think its settlement fairly compensates him in the circumstances. I'll explain why. It took several months for the rate switch application to take effect. Most of this delay was caused by Halifax and required reasonable effort from Mr C to sort out – which I think he should be compensated for. That said I do think that at times some of the delay was caused by Mr C and so I can't reasonably hold Halifax responsible for the full extent of the delay. For example, following the resolution of Mr C's complaint it took around three weeks for him to get in touch to speak to a mortgage advisor. That's not a delay I can reasonably hold Halifax responsible for.

That said, the whole situation has understandably been frustrating for Mr C and caused him a degree of distress and inconvenience. I don't think Halifax's award goes far enough to compensate Mr C and I think it needs to increase its award as set out above. Overall, I consider an award of £300 to recognise the distress and inconvenience caused by Halifax's actions to be reasonable and in line with this service's guidelines on such compensation.

How Halifax has reported the arrears on Mr C's account

Halifax has shown that arrears have been reported from March 2024 to January 2025. I've considered how Mr C's arrears have been reported to the credit reference agencies to decide if this has been done accurately and fairly.

Prior to the rate increase in March 2024, Mr C's account was in arrears of £265.10. In March 2024 Mr C made a payment of £265.10 to clear the pre-existing arrears but he made no payment towards the amount due that month. So, at this point his account was in arrears of £1,948.04 which equated to one month's contractual monthly payment. It appears that Halifax reports to the credit reference agencies when the account is in arrears by a month or more. So, at this point I don't think Halifax unfairly reported arrears to the credit reference agencies.

No further payments were made to the account until August 2024 after the rate adjustment took place. And even though Mr C resumed payments in August 2024 and in September 2024 he overpaid to help reduce the arrears on his account, the account remained in arrears and by February 2025 an arrears balance of £2,652.24 stood. It appears that at this point Halifax agreed to capitalise the arrears on the account – which meant that the arrears were added to the overall mortgage balance to be repaid over the remaining term of the mortgage and so no further arrears were reported to the credit reference agencies from that point.

I appreciate that Mr C feels arrears should not be reported during the period that his complaint about the rate adjustment was ongoing. Mr C made no payments towards his account for the months of March to August 2024. Even though he had an ongoing complaint it would still be expected that a monthly payment was made towards his mortgage. Whilst the payment on the HVR may not have been affordable, he was still expected to make a payment to the account each month as outlined in his mortgage terms and conditions. So, I'm satisfied that despite the rate adjustment taking place arrears have remained on the account for the period in question.

Lenders have a duty to report true and accurate information about account conduct to the credit reference agencies. Having considered all the above, I've not seen anything to suggest that Halifax has reported inaccurate data about Mr C's mortgage account.

Was Mr C unfairly turned down for a Payment Holiday?

In March 2024 Mr C asked for a payment holiday whilst his complaint was being looked into. He thinks that Halifax unfairly refused his request because his account was supposedly in arrears which he disputes.

Halifax has provided a copy of its policy which says one of the criteria for being approved for a payment holiday is that:

"the account must not be in arrears at the time of the application or have had any historic arrears on the account (in the last 12 months)"

Mr C disputes the arrears on his account, so he does not accept this was fair reason to refuse his payment holiday request. I've looked at Mr C's account transactions to understand his account position in March 2024, at the time when he asked for the payment holiday.

I can see that Mr C was maintaining his monthly mortgage payments until December 2023. Prior to this his account was in credit by £100. On 1 December 2023 Halifax applied for the monthly direct debit of £407.55. This was returned by Mr C's bank as unpaid. Halifax tried to take the direct debit for a second time on 15 December 2023, but that payment was also returned by Mr C's bank as unpaid. So, by the end of December 2023 Mr Cs account was £307.55 in arrears. This consisted of the missed payment of £407.55 for that month, minus the £100 account credit.

On 1 January 2024 Halifax tried to take the direct debit for that month for £407.55 which was again returned as unpaid by Mr C's bank. Halifax tried to take the direct debit again on 16 January 2024 but that was also returned as unpaid by Mr C's bank. So, by the end of January 2024 Mr C's mortgage account was in arrears of £715.10. Mr C made a manual payment of £450 towards the account at the end of January 2024 bringing his arrears balance to £265.10. Whilst those arrears were cleared in March 2024, that month Mr C's monthly payment increased to £1,948.04 and payment wasn't made.

So, when taking all this into account I agree that Mr C didn't meet Halifax's criteria for a payment holiday on 27 March 2024. I say this because he had arrears at the time and historic arrears in the last 12 months. These historic arrears accrued before the issues with the product transfer occurred and whilst Mr C was still on his lower fixed interest rate.

When a payment holiday takes place, the missed payments need to be made up which increases the payments due at the end of the holiday period. Taking that into account, Halifax had concerns that a payment holiday would not be in Mr C's best interest. The interest rates had substantially increased since Mr C took his last deal in May 2023 and so once the current product switch application took affect it was inevitable that his payments would be significantly more than what he'd been paying since May 2023.

I don't think it was unreasonable for Halifax to have had concern that if Mr C had trouble maintaining his direct debit payments in December 2023 and January 2024, he may find it difficult to maintain the increased payment amounts following the product switch. So, it would not have been responsible to agree a payment holiday which would further increase his payments once they resume and contribute to further arrears.

So, taking everything into account I can't reasonably say that Halifax unfairly refused *Mr* C's request for a payment holiday.

I can see that Mr C was approved for a payment holiday on his account with Bank of Scotland on 12 February 2024. This was because that account was up to date and arrears free in the last 12 months. So, I'm satisfied that Halifax has applied it's policy consistently.

That said, I've thought about whether Halifax should have done more to support Mr C in the circumstances. The regulator's rules and guidance, to be found in the Mortgage and Home Finance: Conduct of Business (MCOB) section of the Financial Conduct Authority Handbook sets out the several forbearance options that a lender must consider when a customer is in financial difficulty.

There are several solutions listed but it's also important to note that the list is not exhaustive. Not all solutions will be appropriate for customers in every situation – and whilst the customer can state their preference for a particular option, it's not necessary for the lender to agree the customers chosen option. The lender must look at the individual needs and circumstances of each customer to identify a suitable and affordable forbearance measure. The starting point is for the lender to carry out an affordability assessment for it to understand the customer's situation.

I agree with Mr C when he says that he had to wait longer than expected for his product transfer to be applied and backdated. And it follows that he was expected to pay higher monthly payments on the HVR during that time. Understandably he was looking for a solution to make his payments more affordable during that time. Whilst the criteria for a payment holiday wasn't met and not the most appropriate option for the reasons I've explained, I think Halifax ought reasonably to have at least considered a part payment arrangement during the period of the ongoing rate adjustment. This would involve first carrying out a review of Mr C's finances to agree an affordable payment amount during that time.

Having considered the contact between Mr C and Halifax from March 2024, I can see that on several occasions Halifax offered to complete an income and expenditure budget to assess Mr C's circumstances – after which it would be in a position to consider a possible payment arrangement. But on each occasion Mr C refused. During the call on 27 March 2024, he said that he didn't want to agree a plan until he got a new fixed rate deal in place. And during subsequent calls he said he didn't have time to complete a budget and/or he didn't agree to this on the basis that he didn't feel it would be a true reflection of his circumstances – being an owner of several companies with fluctuating income.

Instead, aside from a partial payment in March 2024 to clear the historic arrears, no further payments were made to the account between March and July 2024, so arrears continued to accrue. As Mr C refused to complete a budget Halifax was unable to agree a payment arrangement, which I don't consider to be unreasonable – as it had a duty to ensure any agreed arrangement was affordable for Mr C. And without completing an income and expenditure budget this wasn't possible.

Halifax informing Mr C of legal action

Mr C complains that Halifax unfairly started legal action. He says that he was told to ignore letters from the collections department whilst his complaints were ongoing but then he subsequently received a letter informing him of legal action. I've thought about whether Halifax acted fairly when initiating legal action.

As I've explained, even though Mr C had live complaints against Halifax, he was still expected to make monthly payments towards his mortgage. Whilst I appreciate Mr C was expecting a backdated product transfer and an account adjustment, aside from a

payment of £265.10 in March 2024 to clear the pre-existing arrears and a further payment of £100 that month, no other payments were made to the account for five months until August 2024. As such, even after the backdated rate switch and account adjustment in July 2024, Mr C's arrears stood at £7,517.79 on 1 August 2024.

Halifax wrote to Mr C on 13 July 2024 to say that unless he made contact to discuss his account, Halifax intended to start legal action. So, I think it gave fair warning about its intentions. I've seen no evidence to confirm that Mr C was told to ignore any collections letters. By 9 August 2024 because there was no agreed plan in place to repay the arrears, I can't reasonably say that Halifax acted unfairly by starting legal action as the account was in arrears of more than three months at that time.

I can see that following the litigation letter Mr C made contact and a payment was made in August followed by several payments in September amounting to £4,535.80. Due to the partial payment made to reduce the arrears, Halifax agreed to adjourn the upcoming court hearing with liberty to restore should further arrears accrue which I think was fair.

Other issues

Mr C has raised some concerns about the timeliness of his complaint and how it was handled by the complaints manager.

As a general rule, we can only consider complaints about activities regulated by the FCA – such as complaints about the administration of a regulated mortgage contract. Complaint handling is not, in and of itself, a regulated activity. Sometimes it is part and parcel of the regulated activity complained about. But I don't think that's the case here – whether or a complaint manager communicated appropriately with Mr C during his complaint is not part and parcel of providing the underlying mortgage service, it's purely about how his complaint was handled.

Having said all that I've not seen anything to suggest that Halifax didn't respond to *Mr* C's complaints in a timely way. Under the relevant rules set by the regulator – the Financial Conduct Authority, businesses have eight weeks to respond to a customer's complaint. On each occasion when *Mr* C complained, Halifax answered his complaints within eight weeks.

Lastly in response to the investigator's findings, Mr C has raised several other issues that didn't form part of his complaints to Halifax. These include but are not limited to issues relating to the general service he's received from Halifax (including his concerns with the overall Lloyds Banking Group set up), the cancellation of his direct debit and the lost income and expenditure assessment information that Mr C refers to.

Under the rules that we're bound by, before our service can look into a complaint, the financial business must be given an opportunity to investigate things first. Halifax has explicitly told our service that any new complaint points outside of the issues addressed in the final response letters, must be raised with it first.

My provisional decision

My provisional decision is that I uphold this complaint and direct Bank of Scotland plc trading as Halifax to pay Mr C a total of £300 compensation. It appears a combined payment of £80 has already been made, leaving Halifax to pay Mr C a further £220."

Responses to my provisional decision

Both parties have responded to my provisional decision. Halifax responded to say that it agreed with the findings and had nothing further to add.

Mr C has provided his comments in response to my provisional decision. The points raised are all in relation to matters that I've already considered when reaching my provisional decision. Mr C largely agreed with my findings, but he has asked our Service to consider two further points as a way of settling his complaint. Mr C said:

"a) I was informed that due to being in arrears I would have to negotiate a new deal through the arrears team, for my BOS mortgage I wanted a tracker product, I was informed that trackers were not available when negotiating a new deal through this team. I believe Halifax should now convert my current product to a tracker at the interest rate in February/March.

b) Any charges applied to my account or legal costs for the inappropriate escalation to repossession action should be returned, this action was totally inconsiderate and premature."

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 note that neither party has made any new arguments, or provided any new evidence, that I've not already considered when reaching my provisional decision. That said, I've carefully considered Mr C's comments and his suggestions for how he thinks his complaint should be settled. I'll address each of these in turn.

Access to a tracker rate

Halifax has explained that when a customer is in arrears, under its policy, it's only able to offer fixed interest rates and not tracker deals. Halifax has provided our Service with a copy of its policy on this to confirm that Mr C was given the correct information at the time he applied for a new deal. The reason lenders may offer a customer who is in arrears a fixed interest rate but not a tracker deal is that such products are considered to be less risky and more predictable. A fixed interest rate allows the customer to budget for fixed monthly payments over the product term, as opposed to facing possible variations in the amount they're required to pay, due to how the rate tracks movement to the Bank of England base rate. Which in turn could impact the customers' ability to manage their mortgage payments.

As explained in my provisional decision, I'm satisfied that Halifax has fairly and accurately recorded the arrears on Mr C's account. So, in the circumstances of this case, I'm satisfied that it has applied its policy fairly and I can't reasonably expect it to honour a tracker deal as Mr C wants.

Fees and charges applied to the account

In order to uphold this complaint and make a legally binding decision that orders Halifax to do something to put things right, I'd need to find that it has acted unfairly when taking into account the relevant law, regulations, and good industry practice. As explained, I don't think Halifax unfairly took legal action when it did, so I can't expect it to refund any legal costs incurred.

Mr C is asking for all fees and charges to be refunded to him. This is not a complaint that has been made to Halifax yet and so it's not something I've investigated when reaching my decision. In my provisional decision I explained the limitations on our Service's ability to

consider new complaint points not yet considered by the respondent business. The same applies here.

In relation to both the points mentioned above I think it's important to highlight that even though Mr C made a partial payment to reduce his arrears in September 2024, his account still remained in arrears nearing £3,000 until at least early this year. So, I don't agree that by making the overpayment in September 2024, that Mr C has demonstrated that he was able to maintain the mortgage payments on the revised interest rate in the months that no payments were made. Therefore, I don't find that this influences how the arrears were reported, and the impact of these arrears (for example the rates accessible to Mr C and the legal action taken) as Mr C suggests.

Lastly, Mr C has raised a new point about the unfairness of the interest rate he was charged when his account reverted to Halifax's HVR. Again, this is not a complaint that has been made to Halifax yet and so it's not something I've investigated when reaching my decision. But in a general context I can let Mr C know that the provisions in MCOB relating to stress tests do not apply to HVR's (or SVR's as they're usually called). A stress test is generally applied when a borrower is applying for a new mortgage. It's not generally applied when a borrower is applying for a new mortgage. It's not relevant to the rate applicable to a HVR or SVR.

So, to conclude, having considered everything I see no reason to depart from what I provisionally decided.

My final decision

My final decision is that I uphold this complaint and direct Bank of Scotland plc trading as Halifax to pay Mr C a total of £300 compensation. It appears a combined payment of £80 has already been made, leaving Halifax to pay Mr C a further £220.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 18 June 2025.

Arazu Eid **Ombudsman**