

The complaint

Mr and Mrs B complain that Bank of Scotland plc trading as Halifax:

- Led them to believe that their Mortgage Cover Plan (MCP), contained a unit value which subsequently turned out to be incorrect.
- Wouldn't allow them to view their MCP online within their online banking portal.

What happened

In February 2004, Mr and Mrs B took out a MCP for £230,000 for 23 years to provide life cover to repay their mortgage should one of them die during the term of the borrowing.

In 2012, Mr and Mrs B visited their local Halifax branch to discuss their mortgage needs. During that discussion, Mr B says he remembers seeing details of his MCP on the adviser's screen and noticed that their plan contained a unit value.

In late 2024, Mr and Mrs B discovered that their MCP didn't contain any cash-in value or units. Shortly afterwards, they decided to formally complain to Halifax. In summary, they said:

- They were unhappy the MCP didn't contain any units as they'd been led to believe.
- Had they been able to view the MCP within their online banking portal, they'd have known sooner about the issue.

After reviewing Mr and Mrs B's complaint, Halifax concluded they were satisfied they'd done nothing wrong. They also said, in summary, the MCP is a decreasing term assurance plan and doesn't build up a cash-in value at any time. Halifax also acknowledged Mr and Mrs B's frustration at not being able to view their plan online, but they said that they had already provided them with details of their plan and what was included.

Mr and Mrs B were unhappy with Halifax's response, so they referred their complaint to this service. The complaint was then considered by one of our Investigators. She concluded that Halifax hadn't treated Mr and Mrs B unfairly and didn't think the complaint should be upheld. Unhappy with that outcome, Mr and Mrs B asked for their case to be reviewed by an Ombudsman.

The case now comes to me for a 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 have summarised this complaint in less detail than Mr and Mrs B have done and I've done so using my own words. The purpose of my decision isn't to address every single point raised by all of the parties involved. If there's something I've not mentioned, it isn't because I've ignored it - I haven't. I'm satisfied that I don't need to comment on every individual argument to be able to reach what I think is the right outcome. No courtesy is intended by this; our rules allow me to do this and it simply reflects the informal nature of our service as a free alternative to the courts.

My role is to consider the evidence presented by Mr and Mrs B and Halifax in order to reach what I think is an independent, fair and reasonable decision based on the facts of the case. In deciding what's fair and reasonable, I must consider the relevant law, regulation and best industry practice. Where there's conflicting information about what happened and gaps in what we know, my role is to weigh up the evidence we do have, but it is for me to decide, based on the available information that I've been given, what's more likely than not to have happened. And, having done so, I'm not upholding Mr and Mrs B's complaint – whilst it is largely for the same reasons as our Investigator, I'll explain why below.

Before I do, I feel it would be helpful to confirm the scope of my decision. Mr and Mrs B have made multiple complaint points, some of which fall outside the scope of this service because they have not been raised in time with Halifax, and other issues which first need to be raised with Halifax before they can be brought with this service. Our Investigator has already set this out to Mr and Mrs B, so I'm satisfied that it has been made clear to them that the scope of my decision will only be focused on the unit issue and the online banking visibility point.

Unit value and/or cash-in value

Mr and Mrs B state that when they met a member of Halifax staff in their local branch in 2012, they recall viewing a screen which provided a unit value for their plan. They've since learned that the policy doesn't have a cash-in value.

For me to be able to uphold Mr and Mrs B's complaint, I'd need to be satisfied that Halifax had in some way misled them that the policy they were taking out contained some form of cash-in value in the future; however, that threshold hasn't been met. I say that because having looked at the point of sale literature that their financial adviser would've provided them with at that time of the advice in 2004, (the Key Features Document of the Mortgage Cover Plan) it clearly states that the policy doesn't at any point have a cash-in value and if they stop paying their monthly premiums, the cover comes to an end. I understand that at inception of the policy, Halifax also sends out details of the plan and what cover is provided, so it's clear to me that when the plan was taken out, Mr and Mrs B were placed in an informed position that their policy would never accrue a unit value.

I do appreciate Mr and Mrs B feel quite confident that during the meeting that they had in Halifax's local branch back in 2012, they believe they saw on screen that their MCP contained a unit value. Whilst I wasn't present at the time of that interaction, as we're an evidence-led service, I have to base my decision on the contemporaneous evidence that I hold, and that's that Halifax have never provided anything in writing to Mr and Mrs B that confirms their plan contained a unit value.

If the plan was unit-linked, it points towards the policy containing a savings element to it. If that was the case, that would necessitate Halifax needing to send Mr and Mrs B regular statements on, at least an annual basis, setting out the value of their plan. But, Mr and Mrs B have not submitted any evidence to this service of any such statements being provided. And,

although they believe they saw units on the plan in 2012, I've seen nothing to suggest that they ever questioned the absence of any updates or sought information about the value of those units until late into 2024, when they raised their complaint with Halifax.

Halifax say that Mr and Mrs B do have a separate policy in addition to the MCP which does contain a unit value, so it is entirely possible that during the 2012 discussions some confusion may have arisen between the two policies. I do appreciate that although Mr B states that he's certain that he saw a unit value on the MCP (and not the other plan), I think on balance it is more likely than not that's where the confusion has arisen from.

So, in the absence of any documentation to demonstrate that Mr and Mrs B were specifically told that their MCP was unit-linked and that it would accrue a cash-in value, I'm unable to uphold this specific element of their complaint.

Online visibility of their MCP policy:

Mr and Mrs B are unhappy that they're unable to view details of their MCP within Halifax's online banking portal. With the advent of modern banking, many firms are now able to present account and policy information in their online portals for ease of customer access. However, that's not always possible with certain policies. But to be clear, that's not to say that Halifax are doing something wrong by not giving Mr and Mrs B online visibility to their plan.

I've not seen any evidence that the regulator, the Financial Conduct Authority, requires firms to provide online access to all policies. And in any event, given that Mr and Mrs B already have sight of the policy documents, whilst I think it would have been helpful to be able see their policy online, I can't reasonably conclude that they've been disadvantaged by Halifax not giving them visibility to the plan. But, I do appreciate that Mr and Mrs B say that if they had online access to the plan, they'd have known sooner that it didn't accrue a unit value. However, they always had access to the paper policy schedule, which having carefully read, makes no reference to a unit or cash-in value ever being present within the plan.

It therefore follows that I'm not upholding this element of their complaint.

My final decision

I'm not upholding Mr and Mrs B's complaint and as such, I won't be instructing Bank of Scotland plc trading as Halifax to take any further action.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 16 January 2026.

Simon Fox
Ombudsman