

The complaint

Mr A's complaint relates to his mortgage account with Bank of Scotland plc trading as Halifax and a change it made to his contact details, without his authorisation. He is concerned about communications being sent to an incorrect telephone number and what information about him and his mortgage were shared with the owner of that number. Mr A is also unhappy that as part of a mortgage product transfer, he was "pressured" into signing a declaration form without supporting documentation.

What happened

Mr A and his ex-partner took out a mortgage with Halifax in 2021.

In the autumn of 2024, it appears the joint borrower applied online for a new interest rate product to be attached to the mortgage. The online application requested a contact number for each borrower. One was given for Mr A, which was different from that previously held on Halifax's records. Halifax's systems automatically updated its records with the telephone number detailed in the application. The application was cancelled shortly thereafter. Subsequently, a marker was added to the account that meant that consent from both borrowers was needed to make changes to the mortgage.

Due to the marker added in 2024, when a further application for a new product was made in June 2025, Halifax contacted Mr A to get his consent for the new product. At that time his contact details were checked, and it was established that the telephone number on Halifax's systems was incorrect.

Halifax has explained that before it will attach a new interest rate product to a mortgage, it requires the borrower(s) to actively accept the offer to do so. This will usually be done electronically, but as a security code has to be sent to a valid telephone number, which Halifax did not have on its system for Mr A at the time, he was asked to physically sign a paper form.

The emails exchanged between Mr A and the mortgage adviser are clear that Mr A had confirmed that the product switch documentation was not available when it was expected to be. The mortgage adviser arranged for it to be emailed to Mr A as well as being made available online. It was discussed that Mr A sign the form before receiving this documentation, with a promise that the acceptance would not be processed until the mortgage adviser knew Mr A had received and read the documents. However, the mortgage adviser confirmed that Mr A didn't have to do so before he's seen the paperwork if he didn't feel comfortable doing so.

Mr A complained. Halifax responded to the complaint in a letter of 18 July 2025. It accepted that Mr A's telephone number had been changed without his consent and it upheld the complaint. It offered to change his telephone number back to that held before the mistake had occurred, pay for a two-year CIFAS Protective Registration so that he could feel reassured from the perspective of his details being used fraudulently, and £150 compensation for the upset and inconvenience he had been caused.

Mr A was not satisfied with the response he received and referred the complaint to us.

Halifax confirmed as part of its submissions to us that the only contact it attempted with Mr A using the incorrect telephone number was the mortgage adviser initially using it to try to contact him about the June product transfer. As such, no information was sent to that number.

One of our Investigators considered the complaint, but he concluded that the offer Halifax had already made was sufficient in the circumstances. Mr A did not accept the Investigator's findings as he considered they had been based on incorrect facts and the Investigator had not properly examined the information that had been provided. Mr A asked that the complaint be referred to an Ombudsman.

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 do not need to consider whether Halifax did anything wrong in this case, as it has already acknowledged that it has. As such, what I need to consider is whether what it has offered to do is sufficient and, if it is not, determine what it needs to do.

Mr A has acknowledged that the telephone number in question was changed in 2024. So there was a period of slightly over seven months where Halifax would have used this number if it had needed to contact Mr A. Halifax has confirmed that as the mortgage was being maintained as it should have been during this period, there was no need for it to contact Mr A about the mortgage. Text messages are usually only sent to a borrower when the lender requires contact from them, for example where the mortgage is in arrears or as a reminder of an appointment time. As neither of these situations applied in the case of Mr A's mortgage, I accept that there would have been no messages sent to the incorrect number. That said, I understand Mr A's concerns, but I am satisfied that the offer to pay for a CIFAS Protective Registration is an appropriate offer in the circumstances, so that if anyone applies for credit in his name, the creditors will be aware of the need to ensure that it is Mr A applying for services, products or funds.

In relation to the matter of Mr A being required to sign a physical form in order to agree to the new product being attached to the mortgage, I have carefully considered the communications I have been provided with about this matter. While Mr A has said he was not provided with an explanation of why he had to sign the form, I can't agree. The mortgage adviser confirmed in an email to Mr A that it was not possible to proceed with a digital acceptance as Halifax had an incorrect number on file for him, and so he needed to sign a form to confirm that he was happy to proceed with the product. In addition, while it was suggested that Mr A sign the form in anticipation of receiving the documentation and being happy with its contents, he was clearly told he didn't need to do so. So I can't find that Halifax applied undue pressure to make him sign the form. It simply seems to be a case of the mortgage adviser trying to make sure the process moved forward as quickly as possible.

Mr A has said that he considers the compensation of £150 is insufficient, but he has not said what would be an acceptable amount to him. I have carefully looked at all of the information in this matter. While I understand Mr A doesn't believe Halifax that no information was released to the incorrect telephone number, I am satisfied that £150 is appropriate and proportionate in the circumstances.

My final decision

Bank of Scotland plc trading as Halifax has already offered Mr A:

- Correct its records in relation to his telephone number.
- Pay £30 for a CIFAS Protective Registration.
- Pay £150 compensation for the upset and inconvenience its mistake caused him.

I am satisfied this offer is fair in all the circumstances. As such, my final decision is that Bank of Scotland plc trading as Halifax should settle the complaint in accordance with its offer in full and final settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr A to accept or reject my decision before 14 May 2026.

Derry Baxter
Ombudsman