

The complaint

Mr M and Mrs R complain about how Bank of Scotland plc (“Halifax”) responded to their request for a redemption statement. They said the statement, which they understood was a legal document, was missing a page, and the total amount for payment was wrong.

What happened

Mr M and Mrs R have been very unhappy with how Halifax has handled their interest-only mortgage, which was due for repayment in 2021. They have made a number of other complaints about Halifax, which our service has dealt with separately.

This complaint covers what happened when they asked Halifax to send a redemption statement, which they required as part of a possible remortgage elsewhere.

Mr M and Mrs R said the statement they got was missing a page, because the pages they received were noted as 2 of 3, and 3 of 3. And they said the total amount of money Halifax was asking for was wrong. Mr M and Mrs R said the statement was a legal document, and getting this wrong was illegal. They felt they could easily have relied on this letter, and started making arrangements to borrow money based on this. But they had queried it, and found out right away about Halifax’s mistake.

Mr M and Mrs R said it was distressing to receive inaccurate information, and they had spent time trying to sort this out. They told us when they contacted Halifax to query this, Halifax treated this as a complaint. They received a letter and £100 paid into their account.

Mr M and Mrs R said Halifax should have talked to them about this payment before it was made. They thought Halifax should have discussed the figure with them, and also asked whether they wanted it to be paid into their account, or to be used towards their mortgage. They said Halifax hadn’t bothered to get in touch, it just paid the money into their account.

Halifax said the pages Mr M and Mrs R received were numbered 2 and 3, because the first page of its redemption document was a fax header, so that had been removed before the statement was posted to Mr M and Mrs R. Halifax apologised for having sent the wrong figure, which it said was due to human error. It issued a new statement right away, by email.

Halifax said it had put Mr M and Mrs R’s statement together on 13 October, and sent it by post. It understood Mr M and Mrs R received it around Saturday 18 October, and Halifax said it had provided a response and a new, complete statement on Monday 21 October. So Halifax felt it had acted quickly to put things right. It thought that, and its payment of £100 in compensation, had been the right way to respond here. It didn’t offer to do more.

Our investigator didn’t think this complaint should be upheld. He said it didn’t look as if Mr M and Mrs R had suffered any financial loss due to Halifax’s mistake, although this would have caused them inconvenience at what was already a difficult time. Our investigator said he could see Halifax had tried to contact Mr M and Mrs R on 21 October 2025, but hadn’t been able to speak to them. He said Halifax wouldn’t choose to pay compensation into a mortgage account unless it had spoken to them, so it paid this money into their bank account instead.

He thought Halifax's offer was in line with the award our service would recommend, and he didn't think it was unfair for this money to have been paid into their bank account.

Mr M and Mrs R disagreed. They said Halifax had already put them through so much. They said they'd been informed that a mortgage redemption figure is a legal document, and that it was illegal for Halifax to send out an incorrect figure. They said it wasn't true that Halifax had tried to contact them on 21 October, they were confident they would have answered any call Halifax had made on that day.

Mr M and Mrs R also raised a number of points about other complaints they have previously lodged with our service. They said that Halifax continued to take up a considerable amount of their time, and offer help which was completely unsuitable for them.

Our investigator said a mortgage redemption statement isn't a legal document, rather it is a formal document from a lender to say how much needs to be paid to redeem a mortgage. Halifax isn't obliged to accept the lower figure to redeem this mortgage, just because it initially made a mistake with the redemption amount. And he explained that we could only consider the issues raised by the redemption statement here. We couldn't reopen previous complaints, or look at things Mr M and Mrs R hadn't yet referred to our service.

Our investigator said Halifax's notes from the time showed it had tried to speak to Mr M and Mrs R on 21 October 2025. He said Halifax had left a voicemail, and sent an SMS message.

Mr M and Mrs R still didn't agree. They said we didn't appear to appreciate or understand the stress Halifax's treatment of them was putting them under. And they said they wouldn't accept that Halifax had called on 21 October. They were adamant they would not have missed or ignored that call. Mr M and Mrs R wanted an ombudsman to consider their complaint, so it was passed 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.

It's clear that Halifax made a mistake in the redemption amount that it provided to Mr M and Mrs R in October. The statement dated 13 October carries an incorrect total.

Mr M and Mrs R said they'd been told this was a legal document and it was illegal for Halifax to make a mistake like this. I don't think that's quite right, but it is an important document, and it's something Halifax shouldn't get wrong. I appreciate this could have had a bigger impact, but our service is only able to consider the events which did actually happen, not what might have happened. And fortunately, Mr M and Mrs R realised something was wrong, and queried it before the figure was relied on.

Halifax has apologised, and I can see it took steps to replace the statement with a correct statement right away.

Mr M and Mrs R were also unhappy that the statement they received was stated to be pages 2 and 3 of 3 – so it looked like a page had been missed out. Halifax explained this happened because it generates redemption statements with a fax header, and it had removed that irrelevant page before posting the relevant pages to Mr M and Mrs R. I can see that Halifax has also apologised for this, and made sure Mr M and Mrs R received the full document, including the redundant fax page, when they received their replacement statement.

Mr M and Mrs R were unhappy that Halifax hadn't discussed the compensation amount with them, and that this had been paid into their bank account without Halifax checking where they would like this payment to go. They were certain Halifax hadn't called them on 21 October. But Halifax has sent our service its record of complaint handling, and I can see that Halifax sent an SMS on 21 October at 9.55am, then tried to call at 10.40am. Halifax has sent us a copy of this text, and a recording of the voicemail. So I do think it's most likely that Halifax did try to contact Mr M and Mrs R to discuss their complaint, and the payment of compensation to them.

Without a discussion with Mr M and Mrs R, I wouldn't expect Halifax to pay compensation into Mr M and Mrs R's mortgage. I think it was fair and reasonable for Halifax to make this payment into their bank account, so they can decide where it should be spent.

Mr M and Mrs R have questioned whether our service was being impartial, because our investigator said he wouldn't ask Halifax to pay more than the £100 it had already paid to Mr M and Mrs R. Our service's approach to compensation is published online, and I think the amount Halifax has paid in this case is in line with that approach. So I do think that payment, along with the steps Halifax has taken to put things right for Mr M and Mrs R, does provide part of a fair and reasonable outcome to this complaint, and I don't think Halifax has to do more here to resolve this particular issue.

I appreciate that Mr M and Mrs R have been very deeply disappointed by Halifax's handling of their mortgage more widely, but I cannot reopen here the complaint issues which have already been decided by our service. And that means I cannot increase the compensation here, to allow for the wider issues that Mr M and Mrs R would also like me to look at.

I know Mr M and Mrs R will be disappointed, but I don't think this complaint should be upheld. That's not because Halifax didn't make a mistake, but because I do think it's done enough to make up for the issues I'm considering in this case.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs R to accept or reject my decision before 15 May 2026.

Esther Absalom-Gough

Ombudsman