

The complaint

Mr B and Mrs R complain about how their mortgage lender, Bank of Scotland plc trading as Halifax, treated them when they experienced financial difficulty with their mortgage.

What happened

Mr B and Mrs R have a mortgage with Halifax. In 2025 they experienced some financial difficulty. In February 2025 they asked for a payment holiday, which Halifax approved. This meant they didn't need to make any payment for March or April.

In late April, their situation not having improved, Mr B and Mrs R contacted Halifax to explain that they would struggle to resume payments from May when the payment holiday ended. This contact was online, via Halifax's secure messaging system, rather than by phone. Mr B and Mrs R completed an income and expenditure budget and asked that Halifax contact them with its decision via messaging rather than by phone.

The next day Halifax called Mr B and Mrs R. Following a discussion it agreed a payment arrangement. Mr B and Mrs R made the agreed payment on 8 May, but it was returned because of an incorrect payment reference. Mr B and Mrs R made the payment again, this time successfully, on 12 May.

Because of the initial payment failure, Halifax said the arrangement had been broken. But it reinstated it once Mr B and Mrs R explained what had happened and made the payment again.

Mr B and Mrs R complained. Mr B – who dealt with Halifax throughout – said that he was vulnerable and had serious health conditions. He had asked for contact via messaging rather than phone as a reasonable adjustment but Halifax hadn't done that. When he did speak to Halifax, he was asked intrusive questions about his health and the impact on his finances. The initial payment was rejected and it took much time and effort to find out what had happened and get the payment plan reinstated. At the same time, he was trying to deal with his health and improve his wider financial situation. Halifax caused much unnecessary distress.

Halifax said the payment plan was in place and there would be no impact on Mr B and Mrs R's credit files. It said it tried to accommodate customers' needs wherever it could, but sometimes a conversation was necessary. It said there was a limit to what it could share in online chats, and only colleagues in its mortgage call centres had full access to mortgage accounts. It said that if Mr B and Mrs R had difficulties in communicating with it over the phone, they could appoint someone to represent them. But it had now referred their mortgage to its specialist additional support team. It paid £100 compensation for the upset Mr B and Mrs R experienced.

Our investigator thought that was a fair offer. Mr B and Mrs R didn't agree and asked for their complaint to be reviewed by an ombudsman. Mr B said that the call where the arrangement was agreed had been handled badly and he had been discriminated against.

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.

Mr B's complaint is centred around the call he had with Halifax at the end of April when a reduced payment arrangement was agreed. Mr B had already completed a budget planner online but was told he needed to speak to someone to agree a plan.

I've listened to that call. Having done so, I don't agree that it was intrusive or inappropriate. The adviser asked about Mr B and Mrs R's financial circumstances, including the reasons their income had dropped, what they were doing about it, and when they hoped to be back on track. She explained the impact of taking a payment arrangement so that Mr B could make an informed decision. She noted that Halifax had a record of Mr B's health condition and asked him how it should be pronounced correctly. But she didn't ask any intrusive or inappropriate questions about his health or how it impacted on him. The call proceeded professionally and appropriately, and there was no sign that Mr B was upset or discomfited by it at the time. I'm therefore not persuaded that this particular call was handled inappropriately.

More generally, it's not unreasonable for Halifax to want to speak to customers experiencing financial difficulty and asking for support. Dealing with financial difficulties on a mortgage fairly involves coming to an understanding of a customer's situation, their finances, what support they need and how to get things back on track. That's something that's easier and quicker to do in a conversation where both parties can respond to the progress of the discussion.

However, Halifax also has an obligation to offer reasonable adjustments to customers with a disability, and to treat customers with vulnerabilities fairly. I've taken that into account – including how Mr B says that he felt discriminated against. And on this occasion Halifax did offer extra support. It noted Mr B's circumstances and that he preferred to communicate online – when that wasn't possible it called Mr B and transferred him to the right person so that he didn't have to call in and wait. As I say, the evidence of the call doesn't show that Mr B had difficulty speaking with Halifax or was unable to explain his situation. The call was productive and amicable on both sides. It resulted in an agreed arrangement. So I'm not persuaded that, on this occasion, Halifax requiring Mr B to speak to it to agree a payment arrangement caused him any detriment.

Halifax is aware of Mr B's circumstances and his health condition. And so in any future interactions it will need to bear them in mind and consider whether it's necessary to offer any reasonable adjustments. That will depend on the nature of the contact and Mr B's needs at the time, so it's not something I can direct now on a hypothetical basis. It's also relevant to note that this is a joint mortgage, and I'm not aware of any reason Mrs R isn't able to communicate with Halifax, via phone or otherwise.

I note that Halifax has already paid Mr B £100 compensation. In the circumstances, I think that's a fair offer and I don't require it to do anything further.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs R to accept or reject my decision before 17 February 2026.

Simon Pugh
Ombudsman