

The complaint

This complaint is about a mortgage Mr K holds with Bank of Scotland plc trading as Halifax. There were, at the outset, several strands to Mr K's complaint, relating to how Halifax handled a transfer to a new interest rate product in 2024.

By the time Mr K contacted us in October 2025 to ask that his complaint be reviewed by an ombudsman, the majority of the issues he'd complained about had fallen away following the Investigator's assessment of the case in April 2025. All that remained in dispute, to be decided by me, was what the end date should be on the new interest rate product for certain parts of the mortgage. Halifax has implemented an end date of 31 May 2026; Mr K believes it should be 31 July 2026.

What happened

The above summary is in my own words. The broad circumstances of this complaint are known to Mr K and Halifax. I'm also aware that the investigator issued a detailed response to the complaint, which has been shared with both parties, and so I don't need to repeat the details here.

Our decisions are published, and it's important that I don't include any information that might result in Mr K being identified. Instead I'll focus on giving the reasons for my decision. If I don't mention something, it won't be because I've ignored it. It'll be because I didn't think it was material to the outcome of the complaint.

What I've decided – and why

I'll start with some general observations. We're not the regulator of financial businesses, and we don't "police" their internal processes or how they operate generally. That's the job of the Financial Conduct Authority (FCA). We deal with individual disputes between businesses and their customers. In doing that, we work within the rules of the ombudsman service and the remit those rules give us. We don't replicate the work of the courts, which means it's not within my remit to change the law in the way Mr K have said should happen.

We're impartial, and we don't take either side's instructions on how we investigate a complaint. We conduct our investigations and reach our conclusions without interference from anyone else.

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

That includes Mr T's most recent emails in response to the investigator's view. Having done so, I'm not persuaded Halifax needs to do anything further to put things right for Mr K. I'll explain why.

Mr K's mortgage is made up of several parts, known as sub accounts. Two of the sub accounts are due for repayment by 14 July 2026. The interest rate product Halifax provided in 2024 has an end date of 31 July 2026. But if this had been applied to all parts of the

mortgage, Mr K would face incurring an early repayment charge (ERC) if he repaid the two sub accounts that fell due for repayment on 14 July 2026.

Halifax did initially issue documentation that showed the end date as 31 July 2026 for all sub accounts. To avoid placing Mr K in the situation I referred to above, of potentially incurring an ERC on the sub accounts that fell due for repayment on 14 July 2026, it reconstructed the product on a bespoke basis, so that the product ended on the two affected sub accounts before they fell due for repayment. For those sub accounts that fall due after 31 July 2026, that remains the product end date. Halifax apologised to Mr K for the confusion and offered him £100 compensation. In my view, that was the right thing to do.

Mr K is understandably worried about what will happen when the rate product expires on the various sub accounts, later this year. Additionally of course, the balances of two sub accounts will fall due for repayment on 14 July 2026. I appreciate how concerned Mr K is, but it's not something I can deal with here. All I would suggest is that he engages with Halifax in advance to see what options might be available at the relevant time.

My final decision

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

My final decision concludes this service's consideration of this complaint, which means I'll not be engaging in any further consideration or discussion of the merits of it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 23 February 2026.

Jeff Parrington

Ombudsman