

## **The complaint**

Ms S complains that THE CO-OPERATIVE BANK P.L.C. trading as Platform dealt poorly with her request for payments on her mortgage to be deferred and didn't give her an answer.

## **What happened**

In late 2024 Ms S's mortgage with Platform fell into arrears. In February 2025 Ms S wrote to Platform and asked for payments to her mortgage to be deferred for six months, partly backdated, as a reasonable adjustment under the Equality Act 2010 for her long-term health conditions. She said she was expecting her financial situation to improve in future so she would be able to afford the mortgage payments again, because she was expecting an inheritance and she was planning to let the mortgaged property once some refurbishment work had been done.

Ms S complained that Platform didn't tell her whether or not it agreed to her proposal. In April 2025 Platform responded to her complaint. It said it had been trying to contact her but hadn't been able to reach her, and it wanted more information about her circumstances in order to decide how best to support her. It said it should however have written to her as well as calling, and it paid her £50 by way of apology.

Ms S referred her complaint to us. In June 2025 Platform sent her a further response to her complaint. It said it still needed to discuss her request for a payment deferral with her before making a decision. It paid her £125 for the poor service she received on a phone call and for its handling of a subject access request.

In June 2025 Ms S started receiving extra benefits income because of her health conditions, so she resumed making payments to the mortgage. She paid the usual monthly mortgage payment plus around an extra £40 towards the payments she had missed. She asked Platform whether it would capitalise the mortgage arrears, freeze interest and charges, and stop further action to recover the debt until a solution could be found.

Platform said it still needed to discuss Ms S's situation with her before it could agree anything. No arrangement was made, and in October 2025 Ms S's mortgage was transferred to a different firm.

Our Investigator said that it was reasonable for Platform to want to explore Ms S's circumstances with her before agreeing to a payment deferral or offering other appropriate forbearance, and that Platform had tried many times to contact her in order to do that. He didn't recommend that the complaint should be upheld.

Ms S didn't accept that conclusion and asked for it to be reviewed, so her complaint has been referred to me to decide.

I reached a different conclusion to our Investigator, so I issued a provisional decision.

## **My provisional decision**

I said:

“I think there was a breakdown in communication between Ms S and Platform, and this was principally because Platform recorded Ms S’s phone number wrongly on its records. Platform didn’t identify its mistake until September 2025, despite the correct number having been included in Ms S’s emails and letters to it. This mistake resulted in delay and avoidable confusion. Platform said it was trying to help by calling Ms S but Ms S said she hadn’t received its calls. When Ms S rang Platform, it told her several times it would call her back to go through her finances or to tell her its decision about what it could do to support her. Ms S then didn’t receive those calls because Platform was calling the wrong number.

I think Platform was reasonable in wanting to understand Ms S’s circumstances before it could decide what it could offer her in terms of forbearance. I wouldn’t expect it to have agreed to what Ms S had asked for just because Ms S thought it would be the right solution. Ms S’s request in February 2025 was for a payment holiday or deferral, and further action, interest and charges to be frozen until she found a solution for her financial difficulty. She said she considered this a reasonable adjustment given her health conditions. She also said she was planning to refurbish and then let the mortgaged property.

In making my decision I must consider relevant law. Here, that includes the Equality Act 2010, since Ms S has complained that Platform failed to make the reasonable adjustments she asked for. The Equality Act is designed to prevent discrimination against people with a ‘protected characteristic’. Protected characteristics include certain disabilities, physical or mental impairments which have a substantial and long term adverse effect on a person’s ability to carry out normal day to day activities.

I think it’s likely a court would find Ms S has a disability within the meaning of the Act. However, it’s not for the Financial Ombudsman Service to make a decision about whether there has been a breach of the Equality Act. That’s a matter for the courts. While I’m required to take into account relevant law, amongst other things, in making my decisions, ultimately I must decide what I think is a fair and reasonable outcome to this complaint in all the circumstances. In doing so in this case I’ve taken into account Platform’s obligation to make reasonable adjustments.

The Equality Act requires businesses to make reasonable adjustments to remove barriers to using their services, but it doesn’t require them to offer particular forms of forbearance when a customer is in financial difficulty. In the circumstances, I don’t think it would have been reasonable or appropriate for Platform to have agreed to what Ms S asked for without making further enquiries first.

Platform asked Ms S for information about her income and expenditure, which she provided several times. It queried some of the figures. For example, there was no entry for food, and Ms S wanted to continue paying unsecured debts whilst deferring her mortgage payments. Platform wanted to understand how Ms S would afford slightly higher monthly mortgage payments after a payment deferral ended if it agreed to one. Its records also say that if it consented to the property being rented out in future that was likely only to be for the short term rather than as a long-term arrangement, and there was uncertainty around the amount and timing of the inheritance and increased benefit payments Ms S was expecting.

I think Platform’s concerns were generally reasonable. Unfortunately, however, they were never resolved – and I think that was mainly firstly because it only tried to call her instead of writing (as it accepted in its first final response letter), and secondly because

of its mistake with Ms S's phone number after Ms S gave it the number it should use in early April 2025. But for those mistakes, I see no reason why Platform couldn't have given Ms S an answer to her request for a payment deferral in April 2025. I think Platform then missed opportunities to identify the mistake with her phone number. Ms S told it she hadn't received any calls and she included her correct phone number on all her correspondence with it.

As a result of Platform's mistake Ms S was left in limbo for several months. She did the right thing in resuming payments in June 2025 when she could afford to do so. But had Platform had a dialogue with her about its concerns and what support it could offer, she would have had the opportunity to consider reallocating some of the money she was spending on unsecured debt, for example, or providing more information about her future plans. As things turned out, Ms S didn't know why Platform wasn't getting back to her or why it wasn't responding to her, and she lost the chance to explore her options to resolve the mortgage arrears much earlier.

In all the circumstances, I think the fairest way for this complaint now to be resolved is for a payment deferral on Ms S's mortgage to be applied retrospectively from April 2025 until the date the mortgage was transferred to the new owner in October 2025, and for Ms S's credit file to be amended to reflect that payments were missed by arrangement rather than without an arrangement. I don't intend to require Platform to refund interest on the mortgage because that would always have been payable, but it should refund any arrears charges that were applied between April and October 2025. I also don't intend to require Platform to backdate the payment deferral beyond April 2025, because I'm not persuaded that it should have agreed to a backdated deferral pre-dating Ms S's request for support or pre-dating when I think it should reasonably have been in a position to review her situation fully.

I also think that Ms S should fairly receive some compensation. This matter went on for several months, with Platform repeatedly trying to call Ms S on the wrong number, and Ms S has been caused avoidable frustration, upset and inconvenience. This had a particular impact on her in view of her health conditions at the time, which Platform knew about. I provisionally think £500 is a fair award in recognition of that.

Finally, I note that Ms S has concerns about the way her mortgage has been administered since Platform transferred it to the new owner. I can't consider those in this complaint about Platform, but Ms S can take them up with the new owner and she may be able to refer them to us later as a separate complaint if she remains unhappy."

I asked Ms S and Platform to let me have any further submissions they wanted me to consider before I make a final decision.

Ms S provided some final points she wanted me to consider, including details of how she considers her mortgage and credit file should be re-worked. She asked for clarity on Platform's position on letting the property, since she intends to let for the long term. She also provided copies of some correspondence, including a letter to her new mortgage provider about a new payment plan to clear the arrears.

Despite reminders, Platform didn't reply to my provisional 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.

Having done so, I've come to the same conclusions I set out in my provisional decision, for the same reasons.

I explained in my provisional decision why I didn't propose to require Platform to refund any interest on the mortgage, and I haven't changed my mind about that. Interest would always have been payable on the mortgage balance, regardless of whether or not a payment deferral was in place. Ms S will in fact have paid less interest as a result of resuming payments in June 2025, so she will pay less overall than she would have done had a payment deferral been applied. I also explained why I didn't think Platform should backdate the payment deferral – and, therefore, adjustments to Ms S's credit file – beyond April 2025, and I see no reason to take a different view about that either.

For the reasons I set out in my provisional decision, I still consider that Platform should apply a payment deferral retrospectively, and amend Ms S's credit file to reflect that, from April 2025 until the date of transfer to the new lender. It's for Platform to arrange that with the new lender and provide details of the re-work to Ms S. If Ms S is unhappy with the outcome of that, it would need to be the subject of a new complaint.

Ms S has asked about Platform's position on her letting the property in future, but I don't think that's relevant to my consideration of this complaint given that any decisions about that would be for the new lender to make.

### **My final decision**

My final decision is that I uphold this complaint. THE CO-OPERATIVE BANK P.L.C. trading as Platform must:

- re-work Ms S's mortgage as though a payment deferral had been in place from the end of March 2025 to the date the mortgage was transferred to the new owner in October 2025, removing any arrears fees that may have been charged during this period and amending her credit file to reflect this arrangement, and provide details of the re-work and any impact that has on the mortgage balance to the new owner of the mortgage; and
- pay Ms S £500 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 24 March 2026.

Janet Millington  
**Ombudsman**