

## **complaint**

Mr S complains that Bank of Scotland plc (trading as Halifax) has treated him unfairly over his mortgage.

## **background**

Mr S has a mortgage with Bank of Scotland plc (trading as Halifax), which he took out in 1989 for £70,000. Its initial term was to July 2006 (when he was 65), but was later extended to November 2014. There remains an outstanding balance of about £42,000 on the account. Halifax has referred the account to its End of Term (EOT) team. The mortgage is interest-only with an interest rate of 3.99%.

Mr S complains that Halifax has refused to put him on a new fixed rate product, he is paying 2% more interest above the fixed rate and it has made excessive contact with him. He asks for the refund of some his arrears charges. He also wanted the statements for the past 18 months, the refund of arrears charges and compensation of £500.

The adjudicator did not think that the complaint should be upheld. She thought that Halifax was entitled to pursue the outstanding balance on the mortgage. It was reasonable for it to make regular contact with Mr S until a suitable payment arrangement had been set up. It did not have to extend the mortgage term.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I've taken careful note of what Mr S has said since the adjudicator's view.

I have some sympathy for Mr S over his difficulties in reaching a repayment arrangement with Halifax. However, I do not think that it has acted unreasonably. The mortgage term had come to an end and Mr S was to make contact with the EOT team with a view to reaching a repayment agreement. There may have been a breakdown in communication (and concerns about the missing mortgage statements and Mr S being to answer the security questions), but I would urge both parties to make fresh efforts to reach a suitable outcome.

It seems from what Mr S says that he may be about to receive a significant inheritance, and if this is the case, he should provide sufficient details to Halifax so it can take it into account when considering any application for an extended term and/or new product and/or new interest rate. He stated in January 2015 that he intended to repay the outstanding mortgage within 12 months.

For all these reasons I do not think that Halifax has treated Mr S unfairly.

## **my final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 13 November 2015.

Charles Sweet  
ombudsman