

## **The complaint**

Mr F and Mrs H wanted to remortgage away from Bank of Scotland plc (trading as Halifax). They complain that Halifax failed to send requested information in good time to their solicitor, so they lost an offer for an equity release mortgage with a different lender.

## **What happened**

Whilst this complaint is brought by both Mr F and Mrs H, as the mortgage is in both their names, our dealings have been with Mr F. So I'll mainly refer to him in this decision.

Mr F said he had an offer from a different lender, to remortgage away from Halifax. But he said Halifax failed to send information to his solicitor in good time. Mr F said he lost the deal with his prospective new lender, because of delays that Halifax caused.

Mr F said he'd complained, and Halifax sent two letters, one from 5 October 2022 which said Halifax would uphold his complaint, because it had incorrectly told Mr F on 4 October that redemption statements hadn't been sent to his solicitors in September. But this letter said that was wrong, the statements were issued on 23 September. Halifax then said it would send these statements again, and it didn't offer Mr F any compensation.

Mr F challenged that, and Halifax wrote again on 26 October. It said although it hadn't issued revised redemption statement information as fast as it would have liked, this did still reach Mr F's solicitor in time to allow him to take up his offer with the other lender. Halifax also said it knew Mr F's solicitors had also asked for a letter confirming that Halifax's charge would be removed, once the mortgage and two secured loans he held with it were repaid. Halifax said that was an unusual request, and it wasn't sure why the solicitor had asked for this. But nevertheless, it had done its best to get this letter to the solicitors. It was sorry if that letter hadn't reached them in time.

When this complaint came to our service, Halifax said it didn't think it was responsible for Mr F not being able to remortgage elsewhere. It thought an apology was enough to make up for the mistaken information it had provided over the phone on 4 October, when it wrongly said it hadn't already issued redemption statements. It wouldn't pay Mr F for his lost mortgage offer elsewhere.

Our investigator didn't think this complaint should be upheld. He said Halifax had apologised for giving Mr F incorrect information over the phone. Our investigator said he'd seen screenshots which showed the solicitors' requests for redemption statements, and also showed Halifax had actioned those promptly. So he thought Halifax had acted on all the requests from Mr F's solicitors, and he didn't think it was Halifax's fault that Mr F lost the offer elsewhere. Our investigator didn't think Halifax had to pay Mr F compensation, just because it had said that his complaint was being upheld.

Mr F didn't agree. He felt he was due compensation. And he said Halifax had, since then, agreed to waive his debts. Our investigator spoke to Halifax, and it said it had written off the two secured personal loans Mr F had, but this was for reasons entirely unrelated to his

current complaint. His mortgage remained in place. And Halifax said if Mr F wanted to complain about the write-off of his secured loans, he would need to give Halifax a chance to respond first, before our service could look at that for him.

Mr F still felt he should get compensation. He said Halifax did give him incorrect information, and did then uphold his complaint. Mr F said Halifax had caused distress, and a delay in the dealing which was missed. Mr F also said he'd had to liaise with Halifax in his own time, and he'd spent time on his phone chasing Halifax, which incurred an expense to him. Mr F said he'd had to take a day out of work to deal with this. He didn't want to ask for a whole day's pay, but he did think Halifax should pay £100 to say sorry. Mr F said we should consider how much distress the loss of the offer elsewhere had caused to him.

Because no agreement was reached, this case then came 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.

Mr F's solicitors asked for redemption statements for his mortgage on 21 September. I've seen Halifax's notes about this, and those do make me think that the statements for all of his secured lending (one mortgage and, at the time, two secured loans) were sent by 23 September. So I think Halifax did act on the solicitors' request.

On 4 October, Mr F complained to Halifax. What he said to Halifax then was his solicitors had told him it had requested these redemption documents, but they hadn't been received. I've explained why I think they had been sent to his solicitors. So I don't know why the documents weren't safely received and acknowledged by Mr F's solicitors, but I haven't seen anything to make me think that was Halifax's fault.

I understand that Mr F would have been inconvenienced at this point, but that doesn't seem to me to be because of something Halifax did.

At this point, in response to Mr F's complaint, Halifax did make a mistake. Instead of checking whether the redemption statements had already been sent, Halifax just accepted what Mr F had said at the time, and apologised for not sending out statements earlier.

This mistake was corrected on 5 October, in Halifax's letter, when it confirmed that it had sent full redemption information in September.

Mr F challenged this, and he said Halifax still hadn't sent all the information his solicitors needed. Halifax said it had received a letter from Mr F's solicitors, with the somewhat unusual request for confirmation that Halifax would release its security if the mortgage, and both of the secured loans, were repaid. It's possible that Mr F's solicitors were seeking to ensure that there were no other secured loans, which might prevent Halifax releasing its charge over Mr F's property.

I can see this letter from Mr F's solicitors was dated 7 October. That letter didn't suggest the matter was urgent, because Mr F's offer from the other lender was about to expire. It may be that Mr F's own solicitors were anticipating at this point that the offer would be extended, because they also requested fresh redemption statements for redemption on 7 November, well after the expiration of Mr F's original offer on 14 October. Given the content of this letter,

and in particular the date provided for redemption information, I don't think that Halifax ought to have realised immediately that this was a matter of great urgency.

Halifax's postroom stamped this letter as received on 13 October. Mr F discussed the letter with them on the same day, 13 October. Halifax did then attend to this issue as a matter of urgency. It said it was sorry if the letter it had produced to meet Mr F's solicitors' request hadn't reached them in time.

I think Halifax did respond within a reasonable time to the request it received. But we know the letter wasn't received in time for Mr F to remortgage before his offer expired on 14 October. And Mr F's prospective new lender wouldn't then extend its offer.

I'd like to pause here to recognise that this would have been very distressing for Mr F and Mrs H. I know they were relying on this to change the basis of their lending, and I've been very sorry to hear that their prospective remortgage fell through. However, I don't think it's Halifax's fault that happened. It appears as if Mr F's solicitors weren't anticipating this either.

Mr F said Halifax then offered to write off his two secured loans. I haven't been able to see this is related to Mr F's current complaint. So I don't think that changes the position here.

Having considered the facts of this case carefully, I can only see that Halifax made one mistake, which was that it didn't check right away, on a call on 4 October, whether it had issued Mr F's redemption information already. Instead, on that call, it accepted what Mr F told it (which is what I assume his solicitors had told him) that these documents hadn't been received. That mistake, as I've noted, was corrected in writing a day later. So I don't think that Halifax needed to do more than to apologise for this.

I know Mr F and Mrs H will be disappointed by my decision, but for the above reasons, I don't think this complaint should be upheld.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F and Mrs H to accept or reject my decision before 2 January 2024.

Esther Absalom-Gough

**Ombudsman**