

## **The complaint**

The estate of Mr H has complained that Pepper (UK) Limited trading as Engage Credit didn't respond to their email asking for information on the late Mr H's mortgage.

## **What happened**

This complaint has been brought by the estate of Mr H. For ease of reference, in this decision I will refer to the late Mr H as Mr H1 and the estate of Mr H as Mr H2. On 5 April 2023 Mr H2 sent an email to Pepper (UK) Limited trading as Engage Credit (Engage) asking for information on Mr H1's mortgage account. In this email Mr H2 said:

*"Please provide an itemised breakdown for any payments applied the mortgage account.*

*1. The amount, any interest, what it was for and who authorised the amounts to be added to the mortgage.*

*2. When will the response be given for the question raised, including any letter asking for the settlement of the loan?*

*Please respond within 12 working days from the date of this email."*

Mr H2 sent a further email to Engage on 8 April 2023, asking for access to Engage's customer portal.

Mr H2 didn't receive a response to their emails, so they raised a complaint with Engage on 2 May 2023. Engage responded to this complaint on 23 June 2023. In their response Engage said that they hadn't received Mr H2's email sent on 5 April 2023. However, they said that they'd now sent a copy of the email to their relevant department, who would provide the information that Mr H2 had asked for as soon as possible.

Mr H2 was unhappy with Engage's response to their complaint, so they referred this to the Financial Ombudsman Service. Mr H2 also raised with this Service other complaint issues they had with Engage.

One of our Investigators reviewed Mr H2's complaint. Whilst our Investigator was completing their review Engage contacted this Service to say that they had in fact received the 5 April 2023 email when it was sent. Engage said they were unsure why there had been a delay in responding to Mr H2's email and because of this Engage said that it would offer compensation of £100 to Mr H2.

On 26 September 2023 Engage wrote to Mr H2, enclosing a mortgage statement. Engage also said that they couldn't give Mr H2 access to their customer portal because the mortgage account had been redeemed on 27 February 2023.

Our Investigator completed their review of Mr H2's complaint. Their view was that Engage had now responded to the issue that Mr H2 had complained to them about, which was that Engage hadn't responded to their email of 5 April 2023. Our Investigator also said that they thought Engage's offer of £100 compensation was reasonable.

Engage subsequently contacted this Service again to say that it had taken them longer than anticipated to provide the information requested by Mr H2 and because of this they increased their offer of compensation from £100 to £250.

Our Investigator then issued a further view on Mr H2's complaint. This view said that whilst Mr H2 had referred several complaint issues about Engage to this Service, our Investigator was only able to investigate the complaint that Mr H2 had originally raised with Engage and which Engage had responded to in their final response letter of 23 June 2023. Our Investigator also thought that Engage had now responded to the points raised in Mr H2's email of 5 April 2023 and that Engage's compensation offer of £250 was fair and reasonable.

Mr H2 didn't agree with our Investigator's view so asked for their complaint to be reviewed by an Ombudsman.

### **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.

As I've said above Mr H2 sent an email to Engage on 5 April 2023. I think that in this email Mr H2 was asking for a breakdown of all payments that had been applied to Mr H1's mortgage account, including interest payments. Mr H2 also asked Engage for access to their customer portal.

When Mr H2 didn't receive a reply to this email from Engage they raised a complaint.

I appreciate that Mr H2 has raised other complaints they have with Engage to this Service. However, these are not complaints that Mr H2 raised with Engage and therefore these complaints were not included in Engage's final response letter of 23 June 2023. I therefore think that the complaint made by Mr H2 to Engage in May 2023 was about the lack of response to their email of 5 April 2023, so this is the complaint that I will consider in this decision.

Engage initially said in their response letter of 23 June 2023 that they hadn't received Mr H2's email but would answer the query raised in the email. Engage subsequently offered compensation of £100 because of the length of time it was taking them to reply to Mr H2.

However, Engage didn't provide the information that Mr H2 had asked for until 26 September 2023. Engage then acknowledged that they had in fact received the original email of 5 April 2023 when it was sent and therefore should have replied quicker than they did. Engage has offered to increase the compensation they'll pay to Mr H2 from £100 to £250.

As I've said above, I think that Mr H2 was asking Engage to provide a breakdown of all payments that had been applied to the Engage mortgage account. They also asked for access to Engage's customer portal.

I've reviewed the information that Engage sent to Mr H2 on 26 September 2023. This shows all interest payments and charges applied to the mortgage account, including details of the interest rate applied. The statement also provides an itemised breakdown of all other transactions that were applied to the mortgage account, through to the account's redemption. A description of each transaction is also provided. Engage has also told Mr H2 that because the mortgage had been redeemed, then Mr H2 couldn't have access to Engage's customer portal.

I therefore think that the correspondence that Engage sent to Mr H2 on 26 September 2023 provided the information that Mr H2 had asked for in the email of 5 April 2023.

However, I think that the delay in Engage providing this information to Mr H2 was unreasonable. Engage has admitted that it did take them too long to respond to Mr H2's email and has offered to pay compensation of £250. I can understand how Engage's delay in responding to Mr H2 will have impacted the settlement of the late Mr H1's affairs. I therefore think that Engage's offer of compensation is fair and reasonable.

I'm therefore upholding Mr H2's complaint, as Engage did take too long to reply to Mr H2's email of 5 April 2023.

### **Putting things right**

I think that Engage has now provided all the information that Mr H2 had asked for in their email of 5 April 2023. I therefore don't think that Engage need take any further action in respect of this email.

Engage has offered to pay Mr H2 £250 in compensation for their poor service. As I've said above, I think that this offer is fair and reasonable. Engage should now pay this compensation to Mr H2, if they haven't already done so.

### **My final decision**

My final decision is that I uphold the estate of Mr H's complaint against Pepper (UK) Limited trading as Engage Credit and that Pepper (UK) Limited trading as Engage Credit should now compensate the estate of Mr H as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mr H to accept or reject my decision before 9 July 2024.

Ian Barton  
**Ombudsman**