

## **The complaint**

Mr and Mrs C complain about the way Kensington Mortgage Company Limited trading as Acenden have dealt with their mortgage.

They have complained about the following:

- Acenden have applied insurance premium fees to their mortgage account;
- Unfair charges have been applied since the mortgage was taken out;
- After the mortgage term ended, Acenden wouldn't agree to an arrangement plan of £750 per month unless an income and expenditure assessment was completed; and
- Secret commission has been included in the mortgage.

## **What happened**

Mr and Mrs C took out this mortgage in 2006. They have made multiple complaints to Acenden over the years about fees and charges which have been applied to the mortgage which Mr and Mrs C believe are unfair.

Acenden have sent out multiple final response letters regarding the issues that Mr and Mrs C have complained about, which I have summarised below.

- 10 May 2021 – Acenden issued a final response letter about arrears management fees having been applied to Mr and Mrs C's mortgage account. They said that as part of their review, a total of £145 had been identified as being charged incorrectly and these were refunded to the mortgage account. This letter stated that the charges were applied in line with the terms and conditions since March 2015. In this final response, Acenden also addressed Mr and Mrs C's concerns regarding the insurance premiums they were charged and Acenden said these were applied correctly.
- 14 December 2023 – Acenden issued a final response letter in response to Mr and Mrs C's complaint about fees and charges. Acenden said they reviewed the charges going back six years (from June 2017) and explained that any fees and charges had been applied correctly. They also explained that the complaint that Mr and Mrs C had raised about insurance premiums, had been dealt with in the May 2021 final response letter. Acenden said they would not be investigating this point further.
- 30 April 2024 – Acenden issued a letter which doesn't appear to be a final response letter, but they address several complaint points that Mr and Mrs C have made. It was clarified that it had been explained to Mr and Mrs C on 27 March 2024 that an income and expenditure assessment needed to be completed in order to see how Acenden could support Mr and Mrs C as their mortgage term had ended.

Mr and Mrs C weren't happy with what Acenden had said, so they brought their complaint to the Financial Ombudsman Service, where it was looked at by one of our investigators. Our investigator set out which parts of Mr and Mrs C's complaint we would be able to consider. She said we could look into the insurance fees added to Mr and Mrs C's mortgage account since 10 May 2021. She also said we would be able to look into any fees and charges

applied to the mortgage from 2017 onwards and Acenden's refusal to agree to an arrangement without Mr and Mrs C completing an income and expenditure assessment.

The investigator explained that the complaint that Mr and Mrs C made about secret commission would need to be investigated by Acenden first, as they hadn't investigated this part of the complaint yet.

The investigator also gave her opinion on the merits of the complaint and said that she couldn't see that any insurance premiums or fees had been applied to the mortgage since 10 May 2021. She also explained that arrears fees and charges applied since 2017 had been refunded and there were no other charges applied to the mortgage account.

She also didn't think that Acenden had acted unfairly by asking Mr and Mrs C to carry out an income and expenditure assessment in order for Acenden to see what support they could provide Mr and Mrs C.

Mr and Mrs C didn't agree and asked for the complaint to be reviewed by an Ombudsman, so it's been passed to me to decide.

Because Mr and Mrs C didn't agree that we can only look into part of their complaint, before moving on to the merits of their complaint I sent a decision explaining which part of their complaint I considered to be in our jurisdiction. I said our service could only consider whether any insurance premiums or fees and charges had been added to the mortgage account since 10 May 2021.

I then went on to consider the merits of Mr and Mrs C's complaint and issued a provisional decision. In my provisional decision I said:

### **My provisional decision**

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

For the two complaint points that I am able to consider, I have addressed what I think about that below.

#### *Insurance premiums/charges from 10 May 2021*

I have reviewed the mortgage account since 10 May 2021 and I can't see that any insurance premiums or fees have been added.

#### *Arrears fees and charges*

As above, I have reviewed the mortgage account since 10 May 2021 and there are no arrears fees or other related charges that have been applied to the mortgage.

Therefore, as no charges or fees – including insurance premiums - have been applied to Mr and Mrs C's mortgage account since 10 May 2021, I do not uphold this part of the complaint."

### **Developments**

Mr and Mrs C responded and didn't agree with what I had said.

They said they sent Acenden insurance certificates, but they were still charged insurance premiums. Mr and Mrs C said they are still being persecuted by Acenden as of today and they no longer have their mortgage with them, so it's now only the insurance that is outstanding. Mr and Mrs C said that Acenden have added a further £800 onto the balance and this can't go on. Mrs C explained that her husband is very unwell.

Acenden responded to the provisional decision and said they didn't have anything further to add. However they did say that having looked at Mr and Mrs C's comments following on from the provisional decision, the concerns noted had been raised as a complaint which they

replied to on 29 October 2024. So as their complaint didn't relate to this one, they agreed with the provisional decision.

Because of the comments that Mr and Mrs C made about an additional £800 being added to the mortgage, we contacted Acenden to clarify what has happened on the mortgage account since.

Acenden responded and told us that Mr and Mrs C's mortgage balance consists of insurance, fees and payment arrears so the mortgage has not been repaid in full. They confirmed that no insurance premiums or charges have been applied to the mortgage since 10 May 2021.

### **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 considered the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've made it clear that I'm only able to consider any insurance premiums and fees and charges which have been applied to the mortgage since 10 May 2021.

Acenden have provided up to date information including what I had previously reviewed, and there are no insurance premiums or any fees and charges which have been added to Mr and Mrs C's mortgage account since 10 May 2021.

Mr and Mrs C appear to suggest that a further £800 has been added to the balance, but after looking at the transaction history that Acenden have provided, I can't see that this is the case. It may be that they are unhappy with their balance, but I can't go back and look at anything prior to 10 May 2021. And based on what I have seen, there are no new premiums or charges applied so I can't comment on this further.

I understand that Mr and Mrs C have concerns about their title deeds. They will need to raise this with Acenden as a new complaint if they haven't done so already, as it hasn't been considered under this one.

While I'm sorry to disappoint Mr and Mrs C, I see no reason to depart from my provisional decision.

### **My final decision**

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mrs C to accept or reject my decision before 16 December 2024.

Maria Drury  
**Ombudsman**