

The complaint

Miss G complains that Topaz Finance Limited trading as Heliodor Mortgages (Heliodor) incorrectly placed markers on her mortgage account stating that she shouldn't be contacted by telephone. Miss G says she didn't provide such an instruction. She also complains about a recent attempted visit from a field agent which she says was unwanted and unannounced.

What happened

In 2006 Miss G took out a 25 year loan with Northern Rock – now under Heliodor's administration. The loan comprised a secured element of £125,000 with an additional £13,900 as an unsecured loan.

In 2019 Heliodor took over the administration of Miss G's loan at a time when she says the previous lender was in the process of capitalising her arrears. Miss G says that from that point Heliodor made a number of administrative errors with her mortgage account and didn't provide her with the financial assistance she required.

In March 2023 Miss G says a letter was put through her door in relation to an attempted visit from what she later discovered was a field agent sent on behalf of Heliodor attempting to discuss her mortgage account. She complained about this matter and while she was waiting for a response, she decided to bring her complaint – comprising all the issues that had happened since 2019 – to us. This also included a complaint that – following verbal communication with Heliodor in February 2021 – it placed a marker on her account stating that she wasn't to be contacted by telephone, which she disputed.

I considered Miss G's complaint in its entirety and concluded that the points she had raised about administration and the lack of financial assistance from 2019 to August 2023 had been brought to us outside of the time limits allowed under the rule whereby a complaint should be brought to the service within six months of a final response letter from the business. In this case I decided that Heliodor had answered the complaint points – and provided referral rights – so Miss G was too late in bringing those points.

I also set out clearly what issues we could consider because they had been brought to us in time. These were the matters of the field agent visit and the marker being placed on Miss G's account stating, *"no contact by telephone."*

The investigator then looked into the merits of those complaint points. She concluded that:

- During a telephone conversation in February 2021 it was agreed that Miss G's phone number be removed from her mortgage account so that no further unsolicited calls could be made about any arrangements to pay or her arrears situation. If Miss G now wanted contact to resume, then she should make Heliodor (or this service) aware so that it could change her communication preferences.
- Heliodor arranged a field agent visit to discuss Miss G's mortgage situation in

March 2023. In advance of this visit it wrote to Miss G advising of its intended actions. She thought it was reasonable and normal practice to carry out such visits in order to help consumers to discuss ways of getting a mortgage account back on track.

- She didn't think Heliodor's actions were unreasonable in this case or that it had done anything wrong as the income and expenditure assessment that was completed in advance of a second visit wasn't sufficient for Heliodor to agree any forbearance measures.

Miss G didn't agree with the outcome. She thought we hadn't resolved her complaints and had misunderstood some of the information she'd provided. But she didn't raise any points specifically in dispute of what the investigator had concluded. But as the matter couldn't be resolved it's been passed to me to review.

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.

And having done so I've reached the same conclusion as the investigator. I'll now set out my reasons as well as summarising the current position with Miss G's complaints.

In my last decision I set out what we couldn't consider due to the time limits on bringing complaints to this service. I said we couldn't consider any of the points Miss G had raised in complaints from 2019 to August 2023 which had been addressed by Heliodor in its final response letters. I haven't been provided with any response refuting the decision I made about the complaint points we couldn't consider – so I've no reason to depart from the conclusion I reached. That meant we could consider the question of a "no contact marker" on her mortgage account and the matter of the field agent visits – so that's what I'm looking at here.

The field agent visits

In January 2023 Heliodor wrote to Miss G to arrange a discussion around the issue of arrears on the account. I understand that no further progress was made on the matter and no forbearance measures were agreed from that time. One of the options available to Heliodor – as it hadn't been able to resolve things with Miss G – was to instruct a field agent to visit Miss G at her home to discuss matters. Field agent visits can be a valuable tool in dealing with mortgage arrears as it enables an impartial conversation to take place to try to agree a way forward to get mortgage arrears back on track. In this case I'm satisfied Heliodor did nothing wrong when it arranged for a field agent to visit Miss G at home.

In March 2023, a field agent from a third party authorised by Heliodor attempted to visit Miss G, but as she felt this was unsolicited approach, she refused the request. Miss G was charged £70 for the (non) visit.

I haven't been presented with any documented evidence of this visit and I note that the final response letters from both the field agent and Heliodor only deal with a complaint about another visit in September 2023, but don't think it was unreasonable for Heliodor to start the process in March 2023.

I note that Heliodor said it would pay for another visit from the field agent, but Miss G would need to complete an Income & Expenditure assessment. I also note that Heliodor's contact notes show that it issued field agent warning letters on 14 March and 11 September 2023, so I've no reason to dispute what Miss G says happened in March 2023.

I've seen a copy of a letter that Heliodor sent to Miss G dated 11 September 2023 in which it set out the situation with Miss G's arrears and said it might instruct a field agent to visit Miss G. It also explained how that process would work and the fee involved for the visit. So I'm satisfied it made Miss G aware that a visit might be arranged. I've also seen a letter the field agent sent Miss G dated 30 September 2023 asking her to contact it to arrange the meeting. So I'm satisfied that both Heliodor and the field agent did everything necessary to set up a meeting which was thought to be in Miss G's best interest and designed to help her.

Mortgage arrears are always a sensitive matter, and I can understand Miss G would feel uncomfortable being visited at her home by someone she didn't know or understand why they would be involved in her mortgage account. But I can't say that Heliodor acted unreasonably by instigating field agent visits or that it didn't make Miss G aware of its intended actions.

I can understand Miss G concerns about allowing the field agent into her home without a prior arrangement or being fully aware of the reason for their call. And I note her frustration about the lack of "professionalism" with the letter that was left asking her to call to make an appointment. At this time Miss G says she wasn't receiving the help and support from Heliodor that she had requested and so I think it's unlikely she would have welcomed further intervention from a third party whose role in the matter was unclear to her. But I haven't been presented with any evidence to show that the field agent acted inappropriately in their approach or in asking Miss G to make contact to discuss her mortgage account. While the approach was unwelcomed by Miss G and clearly the circumstances around it made her uncomfortable, I don't think the field agent did anything wrong here and I think it followed the process as set out by the regulator.

The "no telephone contact" marker on Miss G's mortgage account

Miss G complains that around the time of the contact relating to the field agent visit she discovered that Heliodor had previously marked her mortgage account as being "*no contact by telephone.*" She says she didn't agree to such a marker and Heliodor had no authorisation to make that change – although she accepted that she may have had an issue with a particular representative and the lack of information they provided.

This matter seems to have arisen from two phone calls Miss G had with Heliodor in January and February 2021. So I've listened carefully to those calls to try to understand what was agreed. In January 2021 Miss G was contacted by Heliodor to discuss her mortgage arrears situation. She was unable to get answers to the questions she asked and asked for a manager to call her back. During that call she again was unable to progress matters and asked for a call back from a more senior manager. It's clear that Miss G was frustrated during the calls having spent time unable to make any progress with the situation, but there's no evidence to support the idea that she requested Heliodor to remove her telephone number from its records or that it shouldn't contact her by that means of communication.

During the call from 27 February 2021 Miss G requested a further mortgage payment holiday of one month having secured new employment. Future contact was discussed, and the call operative said they would, "*take you out of the diary till the end of March ok to stop you from getting any calls.*" Miss G said, "*they don't call me anyway because there should be something on the account saying don't call me...it just got ridiculous people calling me three times a week wanting to talk about this again and I'd just be like I don't need to talk about it again ...I think they put a thing on it saying do not call.*"

The conversation then moved slightly at cross purposes as Miss G questioned why Heliodor would contact her after she'd made a payment arrangement and it would have no need to contact her in between agreements. The agent explained that Heliodor's dialer system automatically makes contact at the end of a customer's arrangement period and the only way to stop that was to take Miss G's number out of the system. That was eventually agreed although Miss G said that Heliodor should *do "whatever it needed to do with its systems"*, but she simply didn't understand why Heliodor needed to contact her in any case.

However, regardless of what Miss G expected Heliodor to do at that point, it did make it clear that it would remove her number from its records which would lead to no further contact by telephone – although it said it would still need to write to her with updates on her arrears position. So I can't reasonably say Heliodor acted inappropriately as it told Miss G what action it would take and carried out that instruction.

I understand the marker was removed when action was taken regarding the field agent visit although I'm not aware of the current position regarding phone contact. But if the marker still remains on the account – and Miss G would like it removed – Heliodor has said that it will act upon a further instruction if Miss G asks it to. So I think Miss G should contact Heliodor and ascertain the current position and agree exactly what contact preferences she would now like on her account.

The other issues not addressed by the previous final response letters and Miss G's other complaint

In my previous decision I said that there were a number of issues which hadn't been addressed from Heliodor's final response letters between 2019 and August 2023. I thought these should now be investigated but noted that these same complaint points had been made within a new complaint Miss G had made to Heliodor – which it had subsequently addressed within a final response letter. I understand this new complaint is now being looked into by the investigator and an outcome assessment will be issued to Miss G in due course.

My final decision

I don't uphold Miss G's complaint about the field agent visit or the communication marker on her mortgage account. The other matters which were outlined in my previous decision have been brought out of time and can't be considered.

Miss G's other complaint about a number of points relating to the administration of her mortgage will be addressed separately.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 4 February 2025.

Keith Lawrence
Ombudsman