

The complaint

Mr G complains about the debt recovery fees and solicitors costs charged by Platform Funding Ltd. Mr G also complains that Platform wouldn't allow him to avail of the Mortgage Charter and that he had to endure poor service when he contacted Platform.

What happened

Mr G has a mortgage with Platform and complains about the debt recovery charges Platform raised including that some fees were duplicated, and that solicitors' fees were unfairly charged. Mr G made this complaint to Platform by phone on 26 July 2023. Platform replied to this complaint by letter of 1 September 2023 which addressed Mr G's complaints about solicitors' fees going back to 2011 and other debt recovery costs and gave Mr G referral rights to this service if he brought the complaint within six months of the date of the letter but he did not bring his complaint to us until August 2024.

Mr G had a number of other complaints including Platform's failure to allow him to avail of the Mortgage Charter and the poor service it provided him. Platform responded to these complaints by letters dated 22 April 2024 and 19 July 2024 and these complaints were brought to us also in August 2024.

I issued a decision on the first complaint dated 31 December 2024 in which I set out those parts of the complaint I could and could not consider. I said that the rules that apply to us prevent us considering Mr G's complaints about the debt recovery costs and solicitors fees that Platform charged him, but we can consider Mr G's complaints about the poor service he says that he got from Platform and that it prevented him getting help under the Mortgage Charter.

Our investigator has looked at the service issues that Mr G raised with Platform, but he did not recommend that this part of the complaint should be upheld as he felt that Platform had acted fairly towards Mr G. Mr G disagreed and asked for a 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.

I will deal with Mr G's two complaints that I can consider namely that Platform denied Mr G assistance that it could have provided under the Mortgage Charter and provided him with poor service on several occasions between May and June 2024. Platform responded to the first complaint by letter of 22 April 2024 and the second by letter of 19 July 2024.

The relationship between Mr G and Platform is unusual in that back in 2011 Platform obtained an Interdict against Mr G. The purpose of the Interdict as I read it was to prevent Mr G contacting Platform's staff directly, although contact could be made by written form and it seems that Platform set up a facility to allow Mr G to contact two named individuals to enable Mr G to make debit card payments. Another unusual feature is that Mr G is very active in making contact with Platform. I asked for the call notes on the Platform file over the

period November 2023 until present and I counted about one hundred times when Mr G contacted Platform over this time. I noted that on several occasions Mr G phones to check his mortgage balance although most of the engagements arise because Mr G pays his balance by card when he is able to do so. I also appreciate that Mr G's mortgage is coming to the end of term and Mr G is understandably concerned about getting the mortgage paid off.

There is a note that Mr G enquired about the Mortgage Charter in November 2023 and was told that he could apply online. The file note reads that if Mr G is unsuccessful in applying for the Mortgage Charter relief

"Asked him if he does not get accepted for Mortgage Charter and is unable to make payments to call us back for support over next couple of months." And

"Confirmed he will come back if he needs further support after he has checked with bank and with Mortgage Charter."

Certain benefits under the Mortgage Charter depended on the mortgage payments being up-to date which was not the case in Mr G's case as his most recent direct debit had been returned unpaid. I also recognise that Platform did offer support but that's not taken up by Mr G. I note that on 8 December 2023 there is a file Note

"Asked Mr if there was any support we could offer him as there is arrears on the account, Mr stated to say when have we ever helped him or supported him. Advised Mr that we would see what we could do to help but Mr was standing by that we don't help."

There is a lot of engagement by Mr G with Platform over the next year, but I don't see that Mr G asks for further support until later in 2024. I note from August onwards when Mr G talks about getting support, Platform says it wants an income and expenditure form completed to assess the situation which is understandable. But then Mr G tends to pay off the arrears that accumulate as he can without producing an income/expenditure account.

I formed the view that Mr G wanted to make his payments and was very concerned that the balance he owed Platform was reduced but was simply not able to make the payments as they fell due. But as Mr G didn't qualify for the Mortgage Charter I can't fairly say that Platform acted unfairly by refusing that assistance but seems to have offered assistance outside the Mortgage Charter to Mr G in his financial difficulties if he wanted to avail of that assistance. So, I can't fairly uphold that part of the complaint.

Mr G separately made a number of complaints about the service he got when he contacted Platform in May and June 2024. The complaints included that Mr G was unhappy with how an agent treated him in a call on 28 May, that the call on 12 June was terminated by Platform and the time taken to get a call back from a manager. I note that in its final response letter of 19 July that Platform dealt with each individual incident saying that it felt its agents acted appropriately except on 12 June when a call was disconnected by its agent without proper cause and sent Mr G a cheque for £50.

I have to consider these complaints against the background of the Interdict, the purpose of which was to limit Mr G's engagement directly with Platform's staff. Clearly with that in the background, the flow of information will not be as smooth as if it wasn't there. I would have thought that if Mr G had questions for Platform that he would direct them to the manager when he knew the manager was available. I note that on 28 May Mr G spoke to one of those managers and Mr G said that he would him the next day about an arrears repayment proposals. The account manager tells him *"I am available all week and I start my shift at 9.30am"* But Mr G doesn't phone the next day but two weeks later on 12 June when the

account manager was on leave. It seems to me that given the Interdict that Mr G could have worked better with the account manager who could have answered his queries not immediately if he was unavailable but within a reasonable period.

As I said above I've looked at the file notes related to the calls throughout this period. Although there is an Interdict in place, Platform seems to have facilitated Mr G with the information he requests within a reasonable period. Mr G had named managers to whom he could speak but those managers weren't always at work and if at work not always able to take the call immediately so other staff may have taken the calls. As they were not the named managers dealing with the accounts I understand why they may have had a difficulty in providing the information that Mr G may have required although I see that most times they did.

My overview of the service provided by Platform to Mr G over this broad period, and given the limitations of the Interdict, is that it met the standard that we would expect. Mr G had significant requirements for information and within the constraints of the Interdict, Platform provided the information that Mr G wanted within a reasonable period. So, I can't fairly uphold his complaint.

My final decision

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 28 February 2025.

Gerard McManus
Ombudsman