

## **The complaint**

Mr R complains that One Savings Bank Plc trading as Kent Reliance did not treat him fairly when he experienced some financial difficulty.

## **What happened**

Mr R has a mortgage with Kent Reliance. The mortgage fell into arrears. But Mr R considers that Kent Reliance has offered the support it should have. He complains that Kent Reliance has not treated him fairly, including that it:

- Did not tell him he'd missed payments due to his mortgage.
- Did not offer him appropriate support when he told it about his health.
- Did not provide all of the information it should have when he made a data subject access request (DSAR).
- Did not set up an arrangement to pay as agreed.

The investigator thought that Kent Reliance's offer of £500 was a fair way to settle the complaint.

Mr R did not accept what the investigator said. He responded to make a number of points, including:

- He was selling his home because of what happened.
- Kent Reliance had made a mistake when it did not set up the payment arrangement.
- He was not aware that he had to tell his mortgage lender about his mental health.
- He didn't receive all of the letters Kent Reliance claimed to have sent.

## **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 thank Mr R for his honesty about his circumstances and I don't doubt that this matter has had a serious impact on him. But after looking at everything that happened, I agree with the investigator that in the circumstances Kent Reliance's payment of £500 was a fair way to settle this complaint.

### Missed payments

Mr R first missed a payment on his mortgage in August 2022. But then he stopped making payments to the mortgage from December 2022. Kent Reliance has given us evidence of

the various methods it used to contact Mr R about the arrears.

It sent many letters setting out that the account was overdue and what Mr R needed to do. The letters are correctly addressed, and I have no reason to conclude they were not sent. It has also given us evidence to show that it attempted to contact Mr R by phone. The phone number it used was the same one that Mr R provided to us for this complaint. And Kent Reliance has also sent field agents to Mr R's home when other attempted contact was unsuccessful.

I am satisfied that Kent Reliance took reasonable steps to contact Mr R about the arrears on his mortgage.

### Support

There is no obligation for a borrower to tell their mortgage lender about any aspect of their health. But mortgage lenders should be equipped to recognise situations and circumstances that can lead to a customer becoming vulnerable. That could be evidence of health conditions that affect the ability to carry out day-to-day activities, life events, low resilience and capability to deal with financial or other matters.

Kent Reliance knew that Mr R was in arrears on his mortgage and that he'd also been in arrears with his landlord. But, bearing in mind the limited contact between Mr R and Kent Reliance up to around July 2023, I can't see that it would have any reason to conclude that Mr R was in vulnerable circumstances. I don't consider the approach it took up until that point was unfair or unreasonable.

Repossession should be a last resort. But in view of the level of arrears and the limited contact from Mr R it was reasonable for Kent Reliance to instruct its solicitors to start legal action in June 2023.

When Mr R spoke to Kent Reliance in July 2023, he explained he had some mental health conditions. Looking at the evidence we have, I consider that Kent Reliance acted reasonably when it had that information. It dealt with Mr R's disclosure sensitively and referred him to a specialist team – but I can't see it had any reason to take those steps before that point. An arrangement to pay was discussed and the legal action was cancelled. But Kent Reliance did not contact Mr R as it said it would – there was some avoidable confusion caused by that.

Mr R has said that the failure to contact him was the reason the payment plan did not work out. But I can see that Mr R spoke to Kent Reliance on the day the payment was due to be collected and told it that he would not have enough money to make the payment. So it was unlikely to be in his interests for the payment to be collected.

There was no meaningful contact between Mr R and Kent Reliance until February 2024, after attempted contact by a field agent. There was a positive phone call between Mr R and Kent Reliance around this time. But I can't see that Kent Reliance received everything it needed to put an arrangement in place. Kent Reliance was not able to successfully contact Mr R to obtain the information it needed or to take any steps to address the arrears. So in April 2024, it commenced legal action again. In view of the position of the mortgage – and as no payments had been received since November 2022, I think that was reasonable step for Kent Reliance to take.

I understand that an arrangement to pay was set up in October 2024 and remains in place. Putting aside the failed arrangement in 2023, in all the circumstances I can't see there was an earlier point where a successful arrangement or other concession could have been put in

place. I have not seen any evidence that Mr R provided a completed budget planner or all of the information Kent Reliance needed before that point.

Looking at the contact overall between Mr R and Kent Reliance I consider it has largely treated him fairly. It recognised he was experiencing vulnerable circumstances, and offered appropriate support and explored what concessions it could offer. But it was reasonable for it to require details of Mr R's income and expenditure before it could agree a concession.

There have been several instances of poor service by Kent Reliance. It has not always called Mr R back when it said it would or emailed him before phoning him as agreed. That has not helped things, particularly bearing in mind the very hard time Mr R was going through. But I think it would be difficult for me to find that had it not made those errors that the overall position of the mortgage would have been any different. The help it could offer Mr R was limited without his engagement – and it took reasonable steps to contact him and to see if he had a third party who could help him. That is not to blame Mr R, rather it reflects that Kent Reliance could not offer him a concession without understanding more about his circumstances. It would not be in his interest for it to agree a concession that was unaffordable or inappropriate.

### DSAR

Kent Reliance has told us that although its notes say that it sent Mr R emails on 5 and 19 September 2023, it did not actually do so. That is why those emails were not included in Mr R's DSAR. It provided copies of other emails in its final response.

Kent Reliance has not provided an explanation why its note said it sent emails, when no emails were sent. It said Mr R had referred that to the Information Commissioner's Office.

### Kent Reliance's offer

Kent Reliance has already paid Mr R £500 to reflect any upset it caused. is fair in the circumstances for its poor service including the mistake it made with the DSAR. It reflects that its service has fallen short at times and that will have contributed to – but not been the only source of – the distress and inconvenience Mr R suffered.

**My final decision**

My final decision is that One Savings Bank Plc trading as Kent Reliance has paid a fair compensation to Mr R to settle this complaint. So I don't think it needs to do anything else.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 17 April 2025.

Ken Rose  
**Ombudsman**