

## The complaint

Mr F's complaint arises from his mortgage account held with Accord Mortgages Limited.

Mr F has raised a number of issues, and those relevant to the mortgage can be summarised as follows:

- When he called Accord in 2022 to ask about making lump sum payments to the mortgage and how this would affect the monthly repayments, he was given two separate figures but doesn't know if he can trust these.
- He believes his mortgage account has been "*compromised*" and that he is a victim of fraud. This is because when he telephones Accord, because of the different ways its telephone system operates, he is never sure if he is speaking to a fraudster or not.
- He hasn't received letters Accord says it has sent him about the mortgage asking him to contact Accord because of arrears on the mortgage account.
- He received an email about his mortgage promising him a prize if he completed a survey, which he believes is a scam.
- He is unhappy about the actions of Accord's field agent, DMS. Mr F says that on the first visit the agent only knocked once but didn't ring the doorbell, so it appeared Mr F was being uncooperative, the agent failed to show any ID and Mr F believes he was covertly filmed by the agent in his own home.
- Mr F says DMS is, in fact, a debt collector, as this is shown on its website.
- The phone number on DMS's letterhead doesn't match the phone number on the letter the agent left asking Mr F to call.
- Accord's staff weren't able to tell him what a £96 charge on the account was, and he was told separately that it was a debit and a credit, when it was in fact the charge for the field agent's visit.
- Mr F is unhappy about the way Accord spoke to him on 19 July 2024, when he was told he wasn't eligible for help under the Mortgage Charter.
- He made a Data Subject Access Request (DSAR) but Accord didn't reply in time. He asked for proof of the DSAR being sent to him by email.

## What happened

I don't need to set out the full background to the complaint. This is because the history of the matter is set out in the correspondence between the parties and our service, so there is no need for me to repeat the details here. In addition, our decisions are published, so it's important I don't include any information that might lead to Mr F being identified. So for these reasons, I will instead concentrate on giving a brief summary of the complaint, followed by the reasons for my decision.

Other than a complaint about a call in April 2022, the events giving rise to the complaint arose in 2024. Briefly, Mr F's mortgage had fallen into arrears, Accord had sent letters to him, which Mr F says he didn't receive. Because Mr F hadn't engaged with Accord about the arrears, in June 2024 Accord instructed DMS to act as its field agent to visit Mr F to try to gather some information about Mr F's circumstances. I will go into further detail about this later in this decision.

Following DMS's visit, Mr F raised his complaint with Accord, raising his concerns about DMS's actions, as well as other issues relating to his mortgage account, in particular information that was given to Mr F in relation to him making lump sum payments to his account and how this would affect the monthly repayments if he did so. Mr F also made a separate complaint to DMS. Neither Accord nor DMS upheld the complaint.

Mr F referred his complaint to our service. An investigator looked at what happened. She made the following findings:

- In April 2022 Mr F had asked about making two lump sum payments of either £17,300 or £35,000. Mr F was told that his payments would reduce to £1,388.93 per month if he paid £17,500 off his mortgage and £1,323.60 if he paid off £35,000.
- The Investigator noted the letters which Mr F said he hadn't received had been sent by Accord in May, June and July 2024. The Investigator was satisfied these had been sent and that Mr F would need to contact Royal Mail if he wasn't receiving his post.
- The Investigator was also satisfied that, notwithstanding Mr F hadn't received the letters, he would have been aware he wasn't making payments in any event.
- The Investigator acknowledged that Mr F's version of events differed from that of DMS in relation to the visits to the property. She confirmed the phone number on the letter left by DMS was the agent's direct number. The Investigator wasn't persuaded Mr F had been filmed by the agent, or that visiting the property on a Saturday was inappropriate. She thought it was likely the agent had showed ID, given Mr F had invited him into the property. The Investigator thought it was reasonable for Accord to accept DMS's report as its record of what was discussed.
- Although DMS are debt collectors, they also act as lenders' field agents, and it was in this capacity as agent for Accord that DMS was instructed.
- On 19 July 2024 when Mr F spoke to Accord, the Investigator thought the agent had been firm but clear about Mr F's options. However, on another call that day Mr F had been given incorrect information about the field agent's £96 fee debited to the account, being told separately it was a credit and a debit. This was quickly rectified.
- The Investigator explained that an interest-only concession wasn't available to borrowers in arrears under the Mortgage Charter.
- The Investigator noted the DSAR had to be sent twice through its portal. This was after Mr F had explained he didn't have access to his email. The Investigator asked Accord to pay £100 for any upset caused by this.

Accord accepted the Investigator's findings but Mr F did not. Mr F said that he would not accept £100 when these events have had a life-changing impact on him.

Mr F reiterated and expanded on many of the points he'd previously made about DMS, and Accord, including his concerns that when he called Accord, he was convinced he was not speaking to his mortgage lender, but to a fraudster. This was because of the different ways the phone was answered, and variation in security prompts.

Mr F also raised the issue of the email he'd received offering him a prize, which he was concerned was a scam. Mr F also recounted an upsetting incident which occurred when he was on his way to a branch of Accord's parent company, and thought he was being followed. Mr F took refuge in a public building and waited for eight hours for the police to arrive. Mr F also said that after he'd used a neighbour's phone to call Accord (believing his own line wasn't secure) the neighbour started to receive suspicious phone calls.

Mr F raised a number of questions about the visits from DMS, particularly in respect of the production of ID and whether or not he was filmed in his own home.

Mr F accepted that he'd been given incorrect advice by Citizens Advice about a six-month interest-only concession under the Mortgage Charter, and so agreed with the Investigator's findings on this point.

The Investigator explained that we can't look at the way Accord runs its business in relation to its phone systems, and that businesses might have different procedures for identifying customers when they call. The Investigator reviewed Accord's contact notes and was satisfied that Accord had sent emails, voicemails and letters to Mr F asking him to get in touch about his mortgage. The Investigator said that the email about the prize hadn't been raised in the original complaint and so Mr F would need to make a separate complaint about this.

Mr F still didn't agree with the Investigator's findings and so the case has been passed to me for a final decision.

### **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.

The evidence in the case is detailed, running to several hundred pages of documents, and a number of telephone call recordings. I've read everything and listened to the phone calls, and it's apparent that some parts of the evidence are less relevant to the underlying case than others. There are also a lot of duplicated documents and repetition of arguments. In what follows, I have, by necessity, summarised events in rather less detail than has been presented.

No discourtesy's intended by that. It's a reflection of the informal service we provide, and if I don't mention something, it won't be because I've ignored it. It'll be because I didn't think it was material to the outcome of the complaint. This approach is consistent with what our enabling legislation requires of me. It allows me to focus on the issues on which I consider a fair outcome will turn, and not be side-tracked by matters which, although presented as material, are, in my opinion peripheral or, in some instances, have little or no impact on the broader outcome.

I must also explain that the Financial Ombudsman Service is independent of both consumers and the businesses they are complaining about. This means that we don't act for consumers, nor do we take instructions either from consumers or businesses, or allow either party to direct the course of our investigations; were we to do so, it would compromise our independence and impartiality. It's up to us to determine what evidence is relevant and the enquiries we need to make in order to investigate a complaint. So although I've noted the questions which Mr F would like answered about DMS, it's not part of my role to put those questions to Accord or DMS or act as a representative for either of the parties in this complaint.

Having reviewed the complaint, I've made the following findings:

Mr F said he'd asked in August 2022 about making a £20,000 lump sum payment to his mortgage. There's no record of this, but there is a record of him asking in April 2022 about the impact on his monthly repayments if he reduced the balance by £17,500 or £35,000. Mr F was given two figures for the monthly repayments of £1,388.93 and £1,323.60 respectively. However, Mr F says he doesn't now know if he can trust what he was told then.

Accord has re-checked the figures Mr F was given in the call and has confirmed these are correct. I'm satisfied I can rely on the figures Accord has calculated as being accurate. It's not the role of the Financial Ombudsman Service to audit accounts or calculate mortgage payment figures.

Mr F has explained that his email, current account, home WiFi and phone have been hacked and compromised by fraudsters. In addition, Mr F hasn't received mail sent to him. Understandably, therefore, he's been suspicious when telephoning Accord that, where on some occasions he is required to go through menu prompts, and on other occasions he gets to speak directly to someone, and where he is asked different security questions, that he is not actually speaking to Accord.

It's up to Accord to determine what systems it has in place to check it's speaking to the right person when someone calls. I don't have any power to tell Accord to change this. However, Accord has a comprehensive and contemporaneous record of the contact between it and Mr F where he has called Accord to discuss his mortgage. This doesn't suggest an unknown third party has been able to intercept Mr F's calls to Accord.

I don't know why Mr F didn't receive letters sent by Accord. These were correctly addressed to him. If Mr F is having difficulty receiving his post, that's something he'll need to take up with Royal Mail.

However, notwithstanding whether or not Mr F had received letters from Accord, I'm satisfied he was, or ought reasonably to have been, aware that he hadn't been making his mortgage payments, there were arrears on the account, and that this might prompt some action. Accord's notes show that numerous attempts were made to engage with Mr F, without success, as a result of which Accord instructed DMS to make a field agent visit to the property.

I will explain that DMS is regulated by the FCA in relation to the regulated activity of debt collection. However, when instructed by Accord, DMS was acting as Accord's field agent, in order to visit the property and gather information to assist Accord in understanding the position in relation to the arrears, and about Mr F's circumstances, including whether there were any signs that Mr F might be vulnerable and require additional assistance.

Mr F is upset that on the first visit DMS only knocked on the door once, and didn't ring the doorbell, so he hadn't known about the agent's presence. The agent left a letter. There was a second visit which Mr F said he didn't know about, and on the third visit the agent spoke to Mr F.

The letter had the agent's direct number on it, which I am satisfied was appropriate. Mr F is upset that this isn't the same number as on DMS's letterhead, but I wouldn't expect an individual agent's phone number to appear on the company letterhead.

Mr F is also unhappy that DMS visited on a Saturday, but the agent had already visited on a weekday and had no response. It was therefore a reasonable assumption that Mr F might have been at work from Monday-Friday, and so I find that a weekend visit wasn't inappropriate.

Mr F is adamant about the following issues: the agent showed no ID, and that the agent covertly filmed Mr F. Conversely, both Accord and DMS say that the agent did show ID, and that no filming took place. The agent took a photograph of the exterior of Mr F's home.

Where there is a conflict in the evidence, I have to decide what I think it most likely to have happened, based on the available evidence.

Although Mr F says no ID was shown, he nevertheless invited the agent into his home. Given Mr F's concerns about fraudsters and hackers, I'm not persuaded, on balance, he would have done this had he not been shown ID.

The photograph the agent took of the exterior of Mr F's home is in DMS's report to Accord. Mr F is insistent that he was covertly filmed, and argues that DMS says on its own website that it films people.

I think it's likely that when DMS is acting in its capacity as a debt collector (for example, executing a warrant of control to take a debtor's goods in satisfaction of an unpaid debt) filming will probably take place, as this can be a contentious and emotionally-charged situation. Therefore filming (usually via a body-worn camera) is appropriate for the protection of both the debtor and the debt collector in those circumstances.

However, when DMS's employee visited Mr F, it was not in the capacity of a debt collector, but as a field agent on behalf of Accord. In all my years of experience, I have never known a situation where a field agent has covertly filmed a mortgage borrower in their own home. The visit is purely to gather information about the borrower's circumstances, where there has (as in this case) been a period of non-engagement with the lender.

Given Mr F's unfortunate experiences with hackers and fraudsters in relation to his current account, WiFi and phone, I do understand why he might think these encounters with a third party acting on behalf of Accord might be suspicious. But after reviewing all the evidence about DMS's visits to the property, I'm unable to find that the field agent did anything wrong.

Mr F has accepted the position in relation to the Mortgage Charter, so I won't comment on that any further.

I've listened to the 19 July 2024 phone calls with Accord and I can see that it was explained to Mr F that the £96 on the account was the field agent's charge. Although Mr F had initially been told earlier that day that the payment had been made *into* his account, it was in fact a payment *added* to his account, and this was clarified.

I note Mr F told Accord on 19 July 2024 that he didn't have access to his mobile number or email, but he was hoping to get these restored. Mr F declined to have any other phone number or email address added to the account. A week later Mr F asked Accord to remove these.

I can see that there was some confusion over the DSAR and how this was to be sent. Mr F had to be reinstated on Accord's portal as Accord's records showed he'd previously failed security and had been locked out. There was some delay in Accord dealing with the DSAR as a result, because it couldn't be sent by email because Mr F had confirmed he had no access to it.

For the delays in dealing with the DSAR, the Investigator asked Accord to pay compensation of £100. I think this is fair and reasonable in all the circumstances, and proportionate to the delay and confusion over this issue.

On 2 October 2024 Mr F received an email asking him to complete a survey about his mortgage and potentially win a prize. Mr F was concerned this was a scam. Although this hadn't been included in his initial complaint, as this is a minor point, I didn't think it was worth Mr F having to raise a fresh complaint about it, so I asked Accord to confirm if it was genuine.

Accord has confirmed that the email was genuine and was commissioned by its Customer Journey Management Team to carry out research via an agency. I'm satisfied that if Mr F had clicked on the link in the email it would have taken him to a secure website to complete the survey. I'm therefore satisfied that the email wasn't a scam, and I hope this allays Mr F's concerns about this. Of course, Mr F was under no obligation to open, read, or follow any links in, the email, and was free to delete it unread.

## **Conclusion**

I can see that, because of his very unfortunate experiences with hackers and fraudsters relating to his current account, email, post, mobile phone and WiFi, Mr F has naturally been very concerned about whether or not his contact with Accord has been secure or not. I don't underestimate the effect this has had on Mr F, and I don't in any way disregard what Mr F believes are genuine concerns about the authenticity of his contact with Accord.

However, the contact notes don't persuade me that there has been any fraud on Mr F's mortgage account, or that he was speaking to anyone other than Accord's agents when discussing his arrears or account administration. I'm also satisfied that Accord sent Mr F letters about his arrears, and it's outside Accord's control if Mr F didn't receive these.

I'm also satisfied that the figures Mr F was given in April 2022 were accurate, based on the mortgage account balance at that time and the impact on the monthly repayments of the two potential lump sum reductions Mr F had discussed.

Whilst I acknowledge Mr F's concerns about DMS, on balance the available evidence doesn't persuade me there was anything untoward about the visits from the field agent. The confusion over the £96 field agent fee was quickly resolved, with no detriment to Mr F.

Accord has confirmed the email survey Mr F received was genuine.

## **Putting things right**

For the confusion relating to the DSAR, I agree with the Investigator that £100 compensation for this is fair, reasonable and proportionate to the delay in dealing with this. As I've found no

other errors by Accord (or its agents) that would warrant compensation, I'm not persuaded there is any basis to order any additional compensation.

I know this isn't the answer Mr F was hoping for. I can see that he has been through an awful time with fraudsters and scammers in relation to other matters that are wholly unconnected with Accord. I therefore fully understand why he has been wary and suspicious of his dealings with Accord, and I do fully appreciate that this has been a very stressful time for him.

However, I have to put aside my natural feelings of empathy and decide the case impartially, on the basis of the evidence. Having done so, other than the issue with the DSAR, I'm unable to uphold the complaint.

### **My final decision**

My final decision is that Accord Mortgages Limited must pay Mr F £100 compensation. I make no other order or award.

This final decision concludes the Financial Ombudsman Service's review of this complaint. This means that we are unable to consider the complaint any further, nor enter into any discussion about it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 7 May 2025.

Jan O'Leary  
**Ombudsman**