

The complaint

Mr and Mrs D complain about the second charge secured loan they have with Elderbridge Limited. They complain that Elderbridge hasn't provided them with a fully legible copy of the loan agreement, it hasn't complied with their subject access requests, and it hasn't posted letters promptly.

What happened

Mr and Mrs D took out a second charge secured loan with Firstplus Financial Group PLC in 2006. It was transferred to Elderbridge in 2016.

Mr and Mrs D have made a number of complaints about the loan over the years. In the complaint at hand here they complain, in summary, that:

- The copy loan agreement Elderbridge has provided to them is of poor quality and isn't fully legible, and this means the loan may not have operated as agreed and may be unenforceable.
- Elderbridge hasn't provided the information they're entitled to and which they asked for in response to their subject access requests.
- They receive Elderbridge's letters weeks and sometimes months after the dates on the letters.

On 23 August 2024 Mr and Mrs D referred their complaint to us. Elderbridge said they had done so too late in respect of their complaints about the loan agreement and its responses to their subject access requests, because it had sent them its final response to those complaints more than six months before they asked the Financial Ombudsman Service to look into these matters.

Our Investigator agreed that the complaints about the loan agreement and subject access requests should be time-barred. He said we could consider the complaint about the time it took for letters to reach Mr and Mrs D, but he didn't recommend that this part of the complaint should be upheld.

Mr and Mrs D didn't accept that conclusion. Mrs D asked for her and Mr D's circumstances to be considered for the delay in referring their complaint about the clarity and enforceability of the loan agreement to us. She also said her research has shown that Elderbridge routinely fails to send letters or posts them late.

The complaint was referred to me to decide. I issued a decision setting out the scope of the Financial Ombudsman Service's jurisdiction. I came to the same conclusion as the Investigator – that is, that I can only consider Mr and Mrs D's complaint about the time it takes for them to receive Elderbridge's letters. I said that this was because Mr and Mrs D had referred their complaints about the other issues set out above too late, more than six months after Elderbridge's final response letters.

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.

Having done so, I find I can't fairly uphold the part of the complaint I can look at. In response to Mr and Mrs D's complaint about delays in receiving letters, Elderbridge apologised if they hadn't received some of its letters or if some of its letters had arrived late. It also said however that any delay would be down to the postal service.

Elderbridge has told us that it sends out post on every working day, and letters which are produced automatically such as rate change letters and arrears letters are generally sent out on the day they're produced. It has also said that bespoke letters such as some complaint-related correspondence may need to be checked before they are sent, but that this shouldn't cause any significant delay.

I've looked carefully at Elderbridge's records of its contact with Mr and Mrs D in recent years, and having done so I don't think I can reasonably conclude that letters to them have routinely been sent out late. While there are records of some calls from Mrs D in which she said that she had only just received letters sent weeks earlier, there are others in which she called about letters sent a few days earlier. Letters can of course get lost or delayed in the postal system, but that's outside Elderbridge's control.

I said in my earlier decision in which I confirmed what I can and can't consider in this complaint that I didn't find that any delays in final response letters reaching Mr and Mrs D had resulted in Mr and Mrs D losing the opportunity to refer their complaint to us. I said I took that view because there are records of calls from Mrs D to Elderbridge shortly after the dates on some of the final responses, including calls made well within the six-month time limit in which Mr and Mrs D could have contacted us about the first two parts of their complaint. In the circumstances, I find nothing to indicate that Mr and Mrs D have lost out or been disadvantaged as a result of not receiving letters in good time, and I don't consider that I can fairly make any order or award.

Finally, I understand that Mr and Mrs D's loan is in arrears and Elderbridge has suspended legal action while we look into this complaint. Elderbridge has said it will work with Mr and Mrs D to try to reach a sustainable payment arrangement, and I encourage Mr and Mrs D to discuss their situation with it.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Mrs D to accept or reject my decision before 2 May 2025.

Janet Millington
Ombudsman