

The complaint

Mr N complains that Topaz Finance Limited trading as Melanite Mortgages failed to pay £50 in offered compensation, failed to compensate him for an inappropriate call and incorrect information, and fails to sign its letters which he considers to be impolite.

What happened

Mr N no longer lives in the mortgaged property, and is divorced from the other party named on this mortgage with Melanite.

Mr N has complained previously to our service that Melanite won't remove his name from the mortgage he holds jointly with his former partner. Mr N still has strong views about this, and wants our service to look into this again. However, our service has previously provided Mr N with a decision explaining why we will not do so. I do not propose to reopen that here.

This complaint deals only with the following points -

- Melanite not paying Mr N compensation of £50 which it offered to him on 26 June 2024. Mr N says he still hasn't received this money. Melanite says it paid this on 25 September 2024.
- A call Mr N received on 27 December 2024, which was intended for the other party to the mortgage. Mr N says this upset him, and he thinks Melanite should pay £100 in compensation for mistakenly calling him. Melanite has apologised for calling him by mistake, but noted that the call went on for some time, as Mr N took the opportunity to discuss other complaint points. So it wouldn't pay compensation for this.
- Mr N was given incorrect information in a letter of 26 November 2024. Melanite has accepted this, and apologised, but not paid compensation for this.
- Mr N considered a letter of 23 December 2024 was rude, as it was unsigned. Melanite says it cannot always sign its letters, but says it does always make clear which department sent it.

Our investigator didn't think this complaint should be upheld. He looked at each of the above complaint points in turn.

Our investigator said Melanite had shown our service that Mr N had been paid the £50 compensation payment on 25 September 2024. Unless Mr N could show us this hadn't been received, our investigator didn't think Melanite had made a mistake here.

Our investigator noted that Mr N was called by mistake on 27 December 2024. But he said that Mr N then continued the call with Melanite, to discuss his other complaints. Our investigator confirmed he'd listened to the call. After the first three minutes, when the call handler had recognised her mistake, apologised and logged Mr N's complaint about the call, Mr N then spent around 16 minutes discussing his other complaints. So our investigator said

that Mr N did use the opportunity to discuss other matters with Melanite, and for that reason, our investigator felt Melanite's apology was enough to put things right here.

Our investigator said Melanite accepted it made a mistake in its letter of 26 November which said Mr N would be released from liability under the mortgage if he and the other party together took Mr N's name off the deeds. But our investigator noted that Mr N had already been told, in a letter dated 31 January 2024, that this wouldn't work to remove Mr N from the mortgage. Our investigator also noted that the mistaken letter was issued on 26 November 2024, and Mr N called Melanite on 28 November 2024, when Melanite confirmed the correct position. So our investigator said the error in the 26 November 2024 was quickly clarified and didn't cause Mr N significant inconvenience. So again, he thought Melanite's apology was enough to put things right here.

Our investigator didn't agree that Melanite's unsigned letters were rude. He said it was clear which department had sent the letter.

Mr N replied to disagree. He still wanted our service to look into why he was still named on the mortgage. He said calling him by mistake was gross misconduct, and Melanite must pay £100 in compensation for that. He also discussed other recent changes to the mortgage which are not the subject of this complaint, and said he wanted us to reconsider everything.

Our investigator said that we were only looking into the four issues noted above, and if Mr N wanted us to look at anything that had happened more recently, he would need to open a new complaint. But Mr N still didn't think we were doing enough to help him. Because no agreement was reached, this case came 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.

I've reached the same overall conclusion on this complaint as our investigator. And I'd like to confirm that I will only be considering the four points set out above. I'll also look at each of those in turn.

Outstanding payment of £50.

I haven't been able to see that this payment is outstanding, as Mr N said. Melanite has shown us evidence that this payment was made in September 2024, and I've been able to match the complaint number given for that payment, to the offer originally made to Mr N. And although we've suggested Mr N might like to show us his bank statements, so we could see if the payment had failed to reach him, Mr N hasn't done that. So, on the evidence I've seen, I think it is most likely this payment has been made, and I won't ask Melanite to pay this again.

Call on 27 December 2024

I've listened to this call, and it's clear that Melanite hadn't intended to call Mr N. I think this was an unfortunate mistake. But I can also hear that Mr N took some time to discuss his complaints with Melanite on this call. So, whilst I understand that in the circumstances of this case it would be upsetting to receive a call intended for the other party on the mortgage, I do think Melanite's apology provides a fair and reasonable outcome on this complaint point.

Letter of 26 November 2024.

Melanite accepts it wrongly advised Mr N that if he and the other party took Mr N's name off the deeds, then he might be released from liability under the mortgage, in its letter of 26 November 2024. This contradicted previous advice given by Melanite to Mr N earlier in that year, and fortunately this mistake was quickly corrected, when Mr N spoke to Melanite on 28 November 2024. Mistakes are always regrettable, but it doesn't seem likely that this mistake caused Mr N great inconvenience. So I think Melanite's apology provides a fair and reasonable outcome on this complaint point.

Unsigned letters

I know Mr N considers that it's very poor service indeed for Melanite to issue letters which are not signed. He says this is rude. However, Melanite has explained why this sometimes happens, and says it always makes clear where the letter originates. I appreciate that it would be a better service to Mr N if letters sent to him were always signed, but I don't think that Melanite has fallen below an acceptable standard of service by failing to provide a signature on some of the letters it issues. So I don't think Mr N's complaint on this point should be upheld.

I know that Mr N will be disappointed by my decision, but I don't think Melanite has to do more than it has already done, in respect of the complaint points I'm able to consider here. And that means this complaint won't be upheld.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 27 August 2025.

Esther Absalom-Gough

Ombudsman