

The complaint

Mr S has complained about the service he received from OneSavings Bank Plc trading as Kent Reliance in relation to his buy to let mortgage account. He's said an email was sent to him without a direct contact number being provided within it. He's also unhappy about a call he had with Kent Reliance as he says the staff member was confrontational and refused to register a complaint over the phone.

What happened

Mr S has had previous complaints about when the interest rate is changed on his mortgage account. An Ombudsman colleague said that under the terms of the mortgage Kent Reliance should change the interest rate on the mortgage immediately when the Bank of England base rate ("base rate") changed, but the monthly payment wouldn't change until the following month. I understand the issue of when the interest rate changes is due to a limitation on Kent Reliance's systems, so it needs to find a way of resolving that.

On 31 January 2025 a staff member at Kent Reliance (who I'll refer to as J) sent an email to Mr S. They said they'd tried to call Mr S the day before but had been unsuccessful, they didn't have access to a phone that day, and would be out of the office the following week. They said they had accepted the decision issued by an Ombudsman colleague about the interest rate and were looking to put in place steps to stop the issue happening in the future, albeit that would take some time. J said it was unlikely the process change would be in place before the next potential rate change, and said they would be a point of contact for Mr S regarding any rate changes rather than him needing to raise complaints to get things resolved.

Mr S called Kent Reliance on 26 February 2025. He said he wanted to complain about the recent change in base rate as it had changed on 6 February but he'd received a letter saying his rate would change on 7 February and his mortgage payment would change in March. The call handler (who I'll refer to as N) said they couldn't raise a complaint as it is how the process works. N said they would, however, raise a complaint about how they had handled that call as Mr S had said he wasn't happy with that.

In June 2025 Kent Reliance issued a complaint response letter in which it apologised for N not logging a complaint about the interest rate. It also apologised for the fact the complaint about how N had handled the call hadn't been logged and therefore wasn't correctly dealt with. Kent Reliance paid £75 compensation to Mr S for the errors.

In the meantime, Mr S had referred his complaint to our service in April 2025.

Our Investigator acknowledged the challenges Mr S faced in his interactions with Kent Reliance but said, having listened to the call and having reviewed everything both sides had said, the offer made by Kent Reliance was fair compensation for that.

As part of our process Kent Reliance increased its offer of compensation from £75 to £150, which our Investigator explained to Mr S.

Mr S didn't agree with our Investigator's findings and so the case has been passed to me to decide. He didn't accept the compensation offer of £150.

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.

Although I've read and considered the whole file I'll keep my comments to what I think is relevant. If I don't comment on any specific point it's not because I've not considered it but because I don't think I need to comment on it in order to reach the right outcome.

I'm aware of Mr S' circumstances, and I'm very sympathetic to the considerable impact they have - and have had - on him. I've not gone into any detail about that in this decision to protect Mr S' privacy once the decision is published. But I'd seek to reassure him that I've read and taken into account everything he's said.

It's not our role to say whether a business has acted unlawfully or not – that is a matter for the Courts. Our role is to decide what's fair and reasonable in all the circumstances of a case. In order to decide that, we need to take a number of things into account, including the relevant laws and what we consider to be good industry practice at the time. So although it would be for the Courts to say whether or not Kent Reliance breached the Equality Act 2010, I'm required to take the Act into account, if it's relevant, amongst other things when deciding what's fair and reasonable in the circumstances of the complaint.

Mr S has three buy to let mortgage accounts with Kent Reliance; one is held in his own name and the other two are held in the name of a limited company that he is the sole director of. Whilst the issue with the interest rate applies to all the mortgage accounts, having listened to the call that has been complained about I'm satisfied Mr S made reference to the mortgage held in his own name, and his complaint has been about how things impacted him personally. For that reason, we just have one complaint set up, which relates to Mr S personally (rather than his limited company).

Mr S is unhappy that the email from J doesn't include a contact number so he could contact J directly if he needed to do so. I understand why Mr S feels that would have been useful for him, to save him either needing to send an email asking for a call or to call the general contact number and asking to be transferred. However I must also keep in mind the content of the email in that it was to provide an update of the progress in resolving the previous complaint, and also to explain that J wouldn't be contactable by phone for over a week with J saying a call can be arranged when they're back. At that time there was no need for Mr S to call J so it doesn't seem unreasonable that the email doesn't include a phone number for that.

It isn't clear why Mr S called Kent Reliance a few weeks later to say he wanted to make a complaint about the interest rate, rather than phoning up (or sending an email) asking to speak to J about it as J had said in their email:

“In your specific case, I'm happy to be a point of contact for you regarding any upcoming rate changes and rather than escalate through another complaints process to have a change backdated you can just contact me and I'll make the necessary arrangements for you.”

In any event, Mr S chose to raise it as a new complaint and I've listened very carefully to the call in question and having done so I agree that N could have handled things better than they did. Kent Reliance has accepted that and offered £150 compensation. It isn't in dispute

that N should have logged the complaint about the interest rate, and also that the separate complaint N raised about how they'd handled that call wasn't logged correctly, so it wasn't dealt with as it should have been.

I understand Mr S feels N was confrontational on the call and Mr S told our Investigator he thought it was deliberate to intimidate and belittle him, and it provided a humiliating and degrading environment. I've listened to the call and unfortunately it was a bad line at times, cutting in and out. I can hear N told Mr S that they were struggling to understand him at times and asked if he could move to an area with better reception. N and Mr S disputed whether a complaint should be raised, and the complaint about that has been upheld with redress offered so I make no further comment on that. I understand Mr S felt he wasn't being listened to in the call, but I don't agree N was confrontational or was attempting to intimidate or belittle him. N remained professional in language and tone and although the information they gave was incorrect, it was delivered in an acceptable way.

Our rules set out the matters that we can look at, and in addition, we can consider complaints about ancillary activities carried on in connection with those. The handling of complaints is not itself a regulated activity. It's something that the regulator - the Financial Conduct Authority - requires financial businesses to do. But that isn't enough to make it a regulated activity within the meaning of the rule; that is, one from the list of activities set out in the legislation from which we derive our powers.

We're able to consider concerns about complaint handling in some limited circumstances, for example, if the complaint handling was ancillary to something we have the power to consider. So we can, in theory, consider how Kent Reliance handled Mr S' complaint as part of its overall interactions with him whilst it has been administering his mortgage account.

Mr S was upset about being told he couldn't raise a complaint in the phone call, when he understands the dispute resolution rules and Kent Reliance's responsibilities in that regard. I understand that was then compounded by the fact he didn't receive a response to his complaint when he should.

I do agree Mr S was caused some distress and inconvenience when he was told a complaint couldn't be raised and also due to the lack of response to his complaints, but having considered everything very carefully I'm satisfied the £150 already offered by Kent Reliance is fair in all the circumstances.

My final decision

I uphold this complaint and order OneSavings Bank Plc trading as Kent Reliance to pay a total of £150 compensation to Mr S (less any amounts already paid, with my understanding being £75 of that has already been paid to Mr S).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 15 December 2025.

Julia Meadows
Ombudsman