

The complaint

Mr and Mrs B complain that Topaz Finance Limited trading as Heliodor Mortgages ("Topaz") has been frustrating their efforts to repay their overdue interest-only mortgage. They say this mortgage could have been cleared by now, if Topaz had provided the required figures.

What happened

Mr and Mrs B said the financial crisis of 2009 undermined their original plans to repay their interest only mortgage, which is now managed by Topaz. But they told us they had put other repayment arrangements in place, and were in a position to pay off the lending. They told us about ongoing problems in communicating with their lender. Most importantly, they said Topaz was now seeking possession of the secured property, but they felt they should already have been able to repay the mortgage. They said the only reason they hadn't been able to repay off the mortgage with money they'd been offered by other lenders, was because Topaz repeatedly and ongoingly failed to send the redemption statements they asked for, so the mortgage couldn't be cleared.

Mr and Mrs B said Topaz wouldn't permit communications by email, it would only accept communications by fax or post. And whenever it got a letter or fax, it would take five working days to consider its contents. Actual responses, Mr and Mrs B said, were taking around three weeks.

Mr and Mrs B said they had repeatedly planned redemption dates, but by the time the required statement reached them, the date it was valid until had passed. They said they were ready to redeem on Friday 19 July 2024, before the first court hearing, but Topaz wouldn't send the required information.

Mr and Mrs B said they'd been to court on 22 July 2024, and told the judge they'd expected to be able to settle the outstanding debt before the hearing. They said when they explained this hadn't happened because Topaz wouldn't provide the information they needed on how much that debt was, the case was adjourned for at least 28 days. But they would have to go back to court on 9 September 2024, because they still hadn't been able to make payment.

Mr and Mrs B said they also tried to redeem before the second hearing. They contacted Topaz on Thursday 5 September 2024 asking whether the redemption statement had been sent out, so they could repay, settling the mortgage on Friday in order to avoid another court hearing the following Monday. They were told the statement hadn't been sent.

Mr and Mrs B said they intended to settle anyway, even without a statement, but they said Topaz told them they couldn't settle, money wouldn't be accepted from them, because the right statement hadn't been issued. Mr and Mrs B said Topaz told them any money they sent would be sent back. They thought Topaz was determined to repossess their property.

Mr and Mrs B said they urgently needed Topaz's repossession proceedings put on hold for a period of 12 months to allow them to ensure their funders remained on board and to allow them to receive a redemption statement and pay off the debt.

Topaz has issued a number of complaint response letters. It accepts there have occasionally been delays in the issue of redemption statements, but it says that this is sometimes out of its control, because litigation costs now need to be added to the final redemption figure. It said a number of redemption statements had been issued, and it didn't think that the lack of redemption information was the reason why this mortgage hadn't yet been paid off.

Topaz's letter of 19 August 2024 said Topaz would aim to produce a redemption statement within five working days. It got a request for a statement from Mr and Mrs B on 19 June 2024, and issued a statement on 26 June, within its timeframe. It got a further request on 2 July 2024, and said it was disappointed to see it hadn't been able to respond until 15 July. It said this was because it needed to include the legal costs incurred to date, but said it would still apologise for the delay there, and uphold Mr B's complaint.

Topaz offered £100 to say sorry for that. It has shown our service that Mr B signed to accept this amount, as well as showing us internal emails which suggest this amount was then paid. Topaz said it had received further requests for redemption statements on 18 July, with a statement then issued on 22 July; and on 2 August, with a statement then issued on 6 August. It noted that the mortgage hadn't yet been redeemed.

A second complaint letter appears to have been issued in late September 2024. It says Topaz got a redemption statement request late on Friday 30 August 2024, seeking a figure for redemption on the next working day, Monday 2 September. Topaz said it wasn't able to respond to this request that quickly. It needed to include up to date costs from its solicitors in any redemption. So it asked for those, and chased on 4 September 2024.

Topaz said it didn't get a response until 9 September, which it recognised was undesirable, because the second court hearing was scheduled for the same day. But it said it did get the figures that day, and issued a redemption statement just before the end of the working day.

Topaz said it was reliant on receiving information from a third party, its solicitors, before it could complete and issue this statement. It said it wasn't in control of when that information was received. So it apologised, but said the delay wasn't its fault. And it noted the mortgage still hadn't been redeemed.

Our investigator didn't think this complaint should be upheld. He said this mortgage had ended in February 2020, and that was when the full balance became payable. Because the money wasn't paid, a court date was scheduled for 22 July 2024.

Our investigator set out when he'd understood that redemption statements were requested, and when they were sent –

- 19 June 2024 – sent on 26 June 2024
- 2 July 2024 – sent on 15 July 2024
- 18 July 2024 – sent on 22 July 2024
- 2 August 2024 – sent on 6 August 2024
- 30 August 2024 – sent on 9 September 2024

Our investigator said Topaz had set out it would aim to provide a redemption statement within five working days of the request. So he said that the requests on 2 July and on 30 August, were satisfied outside of this timeframe. But he wasn't able to say that problems with the redemption requests were the reason why the mortgage still hadn't been paid off, or why funders had changed their minds about lending to Mr and Mrs B.

Mr and Mrs B replied to object. They asked us to send these statements, because they said that we might have seen them, but they and their solicitors "*certainly have not*".

Mr and Mrs B then replied again, to say that the only redemption statement they had ever seen was one attached to an email which they forwarded to us. They said this was a redemption statement dated 5th November 2024, but it was totally unacceptable to them or to their solicitors. The borrower's name was wrong, the figures were wrong, and the date of the balances provided were for the year ending December 2023.

(For clarity, I note that the document referred to here appears to be an annual mortgage statement, running to end 2023, not a redemption statement, and the covering letter doesn't appear to suggest otherwise. However, this document also post-dates the events of this complaint, which was brought to our service in September 2024.)

Mr and Mrs B said "*We absolutely did not receive any other redemption statements from [Topaz] Mortgages.*" They went on to suggest that if Topaz was only sending documents by post, when it should be providing them over email, that this was also unreasonable, as Topaz wouldn't be able to guarantee those documents would be received on time, or at all. Or, if Topaz had sent the statements by registered post, it would have been able to prove they were received.

Because no agreement had been reached, this case was passed to me for a final decision. And I then reached my provisional decision on this case.

My provisional decision

I issued a provisional decision on this complaint and explained why I only proposed to uphold a small part of this complaint. This is what I said then:

When this case came to me, I noted that Mr and Mrs B hadn't been sent copies of the redemption statements which Topaz had provided us. So I ensured these were sent to them, and asked Mr and Mrs B to provide us with some further information. I asked them if they could show our service when, exactly, they had funds in place to clear the mortgage. I said we would like to see copies of the offers they had referred to. I asked when the relevant statements were requested, so those funds could be used to redeem the mortgage; when any statement was received by their solicitors; and when any offer they were holding had expired or been withdrawn.

Mr and Mrs B provided a response, which included some documentary evidence. They said some of the redemption statements which we had now shown them, "*may have actually been sent to various different addresses/people, however, any that did arrive were either out of date, would expire before any timely payments could be made, or were inaccurate, or of the wrong type/format.*"

Mr and Mrs B said they had an offer in place in early 2024, but weren't provided with a redemption statement then. They told us they lost this funding while Topaz was focussing on taking legal action against them. Mr and Mrs B said there was a copy of the offer attached, dated 11 January 2024. This document was titled "*Agreement in Principle*". The interest rate was subject to change, and the first page says "*Please note that these terms are subject to full underwriting and terms & conditions.*" So, whilst it is clear that Mr and Mrs B were exploring other funding options in early 2024, I cannot see that any firm offer of lending was made at this time.

Mr and Mrs B said they then got another offer, which was from a different lender. This is how they said they wanted to repay the mortgage before the first hearing, on 22 July 2024, but they said again, Topaz wouldn't send a redemption statement to allow them to redeem before this hearing date.

The document they sent as proof of available funds was dated 27 June 2024, and Mr B had signed it on 30 June. However, the header to this document says "*The terms set out in this term sheet are for discussion purposes only and do not constitute or imply an offer by [the lender] and/or any of its affiliates to arrange or commit to the term loan facility (as described below).*" So again, whilst it is clear that Mr and Mrs B were still exploring funding options in late June 2024, I cannot see that any firm offer of lending was made at this time.

I know Mr and Mrs B have said funds had actually been paid by this lender, to solicitors, ready for redemption to take place, but I have unfortunately not received any independent corroboration of that. Mr and Mrs B said this funding offer was withdrawn after the hearing, but have not said when that happened.

Mr and Mrs B said they had again been close to settlement after this, but they said Topaz had reported missed payments to their credit file, which they said was entirely wrong. I understand that this is the subject of a separate complaint to our service, so will not comment on this.

Considering the evidence received to date, I have not been able to see clear evidence that Mr and Mrs B ever actually had the funds available which were required to pay off this mortgage. So I am not in a position to agree with the claims made by Mr and Mrs B, that if Topaz had provided more timely redemption statements, this mortgage would have been cleared by now.

I think it's also worth noting that Topaz has supplied a number of copies of redemption statements, which it says it has issued, and it's shown us contemporaneous notes which support this. I understand that Mr and Mrs B have now seen these copy redemption statements. So they are aware that Topaz considers it has complied with their requests for these statements, and has shown us evidence which does appear to me to support that. I have seen the following statements –

- 26 June 2024, for redemption on 28 June, but valid until 30 June. Sent to Mr and Mrs B's first solicitors.
- 15 July 2024, for redemption on 19 July, but valid until 31 July. Sent to Mr B (with an error over his middle initial) and separately to Mrs B.
- 22 July 2024, for redemption on 22 July, but valid until 31 July. Sent to Mr and Mrs B's second solicitors.
- 6 August, for redemption on 7 August, but valid until 31 August. Sent to Mr and Mrs B's second solicitors.
- 9 September 2024, for redemption on 9 September, but valid until 30 September. Sent to Mr and Mrs B's second solicitors.
- 8 October 2024, for redemption on 11 October, but valid until 31 October. Sent to Mr B.
- 7 November 2024, for redemption on 12 November, but valid until 30 November. Sent to Mr B and separately to Mrs B.

I understand that two of these statements (sent on 15 July and 9 September) took longer than a working week to produce. And two statements which were requested before upcoming hearing dates, were not supplied before those hearings had been held (requested on 18 July, sent 22 July; and requested 30 August, sent 9 September). I'll return to this shortly. However, it is difficult to conclude that not one of the many statements I have seen (each of which appears to have been sent to the correct address) has actually arrived. And as many of these statements were valid for some

time, it is also difficult to conclude that Mr and Mrs B have never been able to redeem their mortgage because they've never had the information they required to do this.

So I'm not able to say that it is solely because of service failings by Topaz, that this mortgage has not yet been redeemed.

I do think it's unfortunate that Topaz twice delayed the issue of a redemption statement to Mr and Mrs B or their solicitors, just before scheduled court hearings. Part of Mr and Mrs B's first complaint about this, about the statement requested on 2 July but not issued until 15 July, was conceded by Topaz, and a payment of £100 has been made for this.

I know that Mr and Mrs B have argued that a number of consequences flowed from this delay, including legal costs. But I could only make an award covering those consequences if I could see that Topaz's failure to supply a statement was the reason why the mortgage hadn't been redeemed before that first hearing. Given that redemption statements were issued on 15 July, before the hearing, and again on 22 July, the date of the hearing itself, and the mortgage was not redeemed either before or after this hearing, I haven't been able to reach that conclusion here. So, my provisional decision is that a payment of £100, which I understand Topaz has made, does provide a fair and reasonable outcome to this part of Mr and Mrs B's complaint.

Mr and Mrs B's subsequent complaint about a failure to supply a redemption statement before the second scheduled court hearing was not conceded by Topaz. Then, Topaz blamed its solicitors for taking too long to set out their costs. Those solicitors work for Topaz, and I don't think it's fair and reasonable for Topaz to deny any responsibility for supplying timely and full details of the redemption figure, because a business working for it had caused delay. Topaz had the options of either hurrying its own solicitors along, or waiving the most recent legal charges, either of which may have allowed it to supply an up-to-date redemption statement before the hearing.

Because Topaz didn't do either of those things, I think Topaz should pay Mr and Mrs B a further £100 in compensation now. Again, I understand that Mr and Mrs B consider the consequences of this failure are far wider than this, but again, I haven't been able to see that the mortgage would otherwise have been paid off before this hearing. So my provisional decision is only to ask Topaz to pay £100 now.

I invited the parties to make any final points, if they wanted, before issuing my final decision. Both sides replied.

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.

My provisional decision was issued on 23 October, with a deadline for replies of 6 November.

Topaz replied promptly, to say it accepted my provisional decision, and had nothing to add.

On 6 November, Mr B replied, to say that he strongly disagreed with my provisional decision. He said our service had only considered limited correspondence, because he could see that the document he'd sent us, which he had previously identified as a *“..signed and accepted funding offer”*, does state that it did not necessarily represent a comprehensive offer of

funds. But he said he did go on to sign for the loan, and he said he would be able to confirm that the loan was drawn down by solicitors.

Mr B said an email he had sent to us did, in his view, confirm the only reason he couldn't redeem the mortgage was because Topaz hadn't sent a redemption statement to his solicitors.

Mr B said it wasn't his case that he was never sent a redemption statement. He said he argued that redemption statements weren't provided and received in the correct format which could be used for redemption, and valid for a reasonable period to allow redemption to take place. Again, he said he would supply further evidence on this point.

Mr B said I should not formalise a decision which he said was based on wrong assumptions, and he would send more evidence.

I replied to Mr B, noting that he hadn't suggested when he might send any further evidence. I explained that I have a responsibility to both sides in a complaint, to bring cases to a conclusion. And I said that is all the more important in a case like this one, where interest is being added to a debt on an ongoing basis, and our service's consideration of a complaint could end up delaying any resolution being reached between the parties. So I said I could not defer any final decision in this complaint indefinitely. I also noted that what Mr B was saying he would like to send to our service would seem to be, at least in part, items which were requested by our service on 21 August 2025, and chased on 4 September.

I said I would extend the deadline for supplying evidence for my final decision, and would consider any further evidence which was submitted by 20 November 2025, but not after this date. As the underlying debt increases daily, I could not fairly and reasonably delay a resolution beyond this.

Mr B did respond on 19 November, but he didn't supply any new evidence. He said the lender's solicitor certainly did have funds to settle the mortgage in July 2024, but he said the evidence for how far this lending had progressed was with the lender's solicitor, and that solicitor had failed to supply that documentation to him. Mr B said if he could obtain the evidence he'd requested in time, he would send this, but if not, he said he would send further correspondence and emails which would clearly highlight that funding was in place. Mr B has not subsequently supplied this additional information.

Mr B added that he didn't think I'd paid enough attention to an email from his solicitor, which he said made clear that no redemption statement had been sent to his solicitor. Mr B noted his solicitor had promised to chase Topaz for the required redemption statement, and said "*..we can then look to complete the refinance.*" Mr B said I should read this as confirming the only obstacle to redemption was the lack of any useable statement from Topaz.

I do think that the solicitor's email confirms a redemption statement was outstanding, early on the morning of 22 July. But this doesn't confirm that the lack of this statement was then the sole remaining bar to a successful redemption. And I note that Topaz has shown us it did issue a statement, to the same solicitor who sent this email, on 22 July. It seems likely that this was done in response to the chasing efforts the solicitor promised in that email.

I've seen this statement, and our service has forwarded it to Mr B. It does include a breakdown of the third party costs that Mr B's solicitor said he needed. It was sent directly from the lender to that solicitor, and it was properly addressed. It was valid until 31 July 2024. So if, as Mr B has argued, the only thing outstanding for redemption on the morning of 22 July 2024 was the statement, then it's difficult to understand why redemption didn't then happen later that month.

For the reasons set out above, I still haven't been able to conclude that it's Topaz's fault that Mr B and Mrs B's mortgage hasn't yet been redeemed. So I haven't changed my mind, and I'll now make the decision I originally proposed.

My final decision

My final decision is Topaz Finance Limited trading as Heliodor Mortgages must pay Mr and Mrs B £100 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 22 December 2025.

Esther Absalom-Gough

Ombudsman