

## **The complaint**

S, a limited company, complains about what happened when it tried to pay a lump sum towards its mortgage with OneSavings Bank Plc trading as Kent Reliance, because Kent couldn't estimate its new payments, and wrongly charged an Early Repayment Charge.

Ms H brings this complaint on behalf of S.

## **What happened**

Ms H told us that she knew S's existing mortgage deal with Kent was coming to an end, and S would be permitted to make an overpayment onto the mortgage in the last ten days before that deal ended, without paying an Early Repayment Charge ("ERC"). Ms H wanted to make that payment.

Ms H said she had made a very large number of calls, trying to make sure the overpayment went through without problems. But she said Kent wasn't giving her the information she needed. It couldn't even estimate the new monthly payments for her, when she said how much S was going to overpay. She said despite all her efforts, Kent then wrongly charged an ERC on the payment S had made. Ms H felt Kent hadn't taken this sufficiently seriously, so she asked us to look into things.

Kent said it was sorry that it had wrongly charged an ERC on the overpayment that S made. It said S's mortgage was in the period when overpayments are allowed without an ERC, and it had been a mistake to charge this. It said the mistake had since been put right, and a new statement had been sent to S. But Kent also said it had listened to the calls Ms H made on 28 July 2025, and she hadn't asked agents to give her the new monthly mortgage payment.

Kent said it had already sent Ms H shopping vouchers worth £50, and it had since offered £75 in compensation. It didn't think it had to do any more than that.

Our investigator didn't think this complaint should be upheld. He listened to the calls that Ms H had with Kent to discuss her overpayment, and said most of the initial calls were similar, with Ms H asking for information about how S could make this overpayment. He said Ms H didn't appear dissatisfied with these calls, but he did note that Ms H had asked what S's monthly payments would be after the overpayment, and was told the agents couldn't tell her this. She would only be notified of the new monthly payment after the payment was made.

Our investigator said it was clear that, on a call on 30 July, Ms H wasn't happy with the service provided. She was unhappy with the explanation of how S's mortgage would be recalculated, and was annoyed to be told that S's payment would be credited within 48 hours when she had already explained this timescale had passed.

Our investigator said Ms H then called again, was told her payment was received, and was given an estimated future payment on that call. She expressed frustration that Kent had repeatedly declined to give a figure.

Our investigator said Kent has explained to our service that it does prefer not to give estimates but only confirm exact figures. He noted that Ms H had been able to work this out herself, so he didn't think Kent's refusal to offer an estimated figure had caused much inconvenience.

Ms H then had another call, when she was given a completely wrong monthly payment, and our investigator thought this was poor service.

Our investigator said Kent accepted it had made a mistake about S's ERC. That had been corrected, and an interest adjustment completed to ensure there was no financial loss. He said Kent had taken ownership for the mistake, apologised and offered compensation.

Our investigator said this complaint is made by S, not by Ms H personally. That means we cannot pay compensation to Ms H for any distress or inconvenience she has experienced. And the company, S, cannot experience distress. He said some of Ms H's time had been taken up, which could otherwise have been spent running the business, but he thought the £75 Kent had offered along with £50 in vouchers already awarded was fair to reflect the impact on the limited company.

Ms H disagreed, as she felt the compensation payment should be higher. She asked for S's complaint to be considered by an ombudsman, so it was 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.

I've reached the same overall conclusion on this complaint as our investigator.

I've also listened to the calls that Ms H had with Kent. I think there are a few more examples of lapses in service than our investigator suggested. I do think it's unhelpful to tell someone repeatedly that a payment will post to a mortgage within 24 to 48 hours, when they have already explained that a payment was made more than 48 hours ago and hasn't yet posted. Especially as it then transpired the 48-hour period didn't start from when the payment was made (so would often be rather more than 48 hours).

I know Ms H was able to work out S's revised monthly mortgage payment herself, but I can see why Ms H was upset to be told, repeatedly, that Kent will not do this, then given the estimate she had repeatedly asked for. Kent has explained its policy on this, which is not to give estimates. I have no reason to doubt that, and I don't think it's unreasonable for Kent to prefer to give out the most reliable figures. However, because Ms H did eventually receive an estimate after having repeatedly been told that Kent would not provide this, I can appreciate why she would have thought that previous agents simply couldn't be bothered.

Considering all of this, together with the charge of an ERC in circumstances where Ms H had repeatedly been assured it would not apply, and the initial mistakes made both over the phone and in writing about S's new monthly mortgage payment, I can quite understand why Ms H has been so frustrated with the service she's received, when trying to make this payment for S.

It's possible that these issues may, in a different case, have suggested a modest increase in the amount of compensation payable. Unfortunately, as our investigator explained, our service is simply not able to take Ms H's frustration directly into consideration, when we're

deciding on the appropriate level of compensation in this case. That's because this is S's complaint, not Ms H's. S is a separate legal entity.

For the avoidance of doubt, I couldn't consider a complaint brought by Ms H about the same issues (because the mortgage belongs to S, it is Kent's customer). And I cannot compensate Ms H for the impact on her, in a complaint brought by the company she owns. So I'm sorry to have to tell Ms H that, whilst I recognise the frustration she has experienced here, I'm not permitted by the rules of our service to ask Kent to pay her compensation for that.

Ms H has already received £50 in vouchers from Kent. (It doesn't face the same restrictions as our service, and can choose to recognise the impact on her.) In addition, Kent has offered £75 for the impact on S of having wrongly charged an ERC. Given the limitations on the award I am able to make in this case, I do think that offer fairly reflects the impact of these issues on S, and is therefore a fair and reasonable outcome to this complaint. So I will ask Kent to pay that sum to S now, if it hasn't done so already.

### **My final decision**

My final decision is that OneSavings Bank Plc trading as Kent Reliance must pay S the sum of £75 which it previously offered, if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask S to accept or reject my decision before 30 January 2026.

Esther Absalom-Gough  
**Ombudsman**