

The complaint

Mrs K complained about how OneSavings Bank Plc trading as Kent Reliance has managed her mortgage. She said she had kept in touch with Kent, but didn't think it had done enough to support her. She felt her mortgage should have been extended, or already paid off.

What happened

Mrs K said she had been very unhappy with how Kent had managed her mortgage. The term of her mortgage had now come to an end, but she wanted Kent to extend it, giving her more time to pay the money back. She said she had been on a repayment mortgage, so her home should have been paid for by now, but some time ago the mortgage was changed to interest-only, and it had never been changed back. Mrs K said she had complained about this, but nobody knew what had gone wrong, and nothing had been done.

Mrs K said she'd found it very difficult to speak to Kent, as her work commitments mean she's only free to do that for a very short time each week. She said after her monthly payments stopped she'd asked for help to set them back up again, but Kent hadn't sent the details she needed. She said Kent told her she would need to make separate payments to each of the separate sub-accounts on her mortgage, but she just wanted to make one payment each month. She thought Kent should change its systems so that was possible.

Mrs K thought that Kent had got things very wrong. She said she'd tried to keep in touch, so she didn't think she should be in arrears. She thought Kent should pay, and help with her mortgage. Mrs K was very worried about losing her home.

Kent said it accepted it had made some mistakes here. It said Mrs K had four sub-accounts to her mortgage. These were made up of her original borrowing in 2003 and three later advances (one in 2004 and two in 2007). All of these accounts were originally on repayment. Mrs K had asked for her borrowing to be changed to interest-only around 2016, and Kent turned three of her sub-accounts into interest-only then. But Kent said it thought this had only been intended to be a short-term change, to help her through a difficult time.

Kent said it didn't have the paperwork for this change to interest-only now. And it didn't know why these three sub-accounts hadn't been changed back to repayment. But it thought Mrs K would have been aware of this, because her payments went down then didn't go back up again. Kent also said Mrs K was receiving annual statements which made clear that three of her sub-accounts remained on interest-only.

Kent said it had sent Mrs K a number of direct debit mandates to set up her monthly payments again. It wasn't able to set up payments for her, so Kent said it needed her to complete the forms it had issued. And Kent did need her to make separate payments for all of her accounts, but it said Mrs K hadn't made any payments to her accounts for some time.

Kent said it understood Mrs K wanted to extend the term of her mortgage. It said three of her accounts, including the one repayment mortgage, came to the end of their terms in October 2024, and the final one ended in July 2025. It said it had sent her the forms to apply for a

term extension in the past, but it wouldn't be able to agree this for her now, as her mortgage was in considerable arrears, and Kent didn't think she could afford the required payments.

Kent said it would like to try to help Mrs K, but it would need to speak to her to do that. It understood there were limited times she could talk, but it would like her to get in touch.

Our investigator looked at the parts of this complaint which fell within our jurisdiction, and said she didn't think it should be upheld. She set out her view under headings which I'll reproduce here.

Forbearance Action – our investigator said Mrs K's complaint here focussed on the last two years. Our investigator said Kent hadn't had much contact with Mrs K in 2023, although it had tried to speak to her. In 2024, it had more contact with her, but found it had limited options. Her income and expenditure assessment showed a deficit, she was already on the lowest interest rate it could offer, and any further concession would only increase her arrears. Her mortgage term was due to end soon.

In early 2025, Kent said it would have a senior manager meeting to discuss Mrs K's case and it would call her after this. This call didn't happen, and Kent paid Mrs K £100 to apologise for this, which our investigator thought was fair.

Our investigator said she couldn't say Kent had refused to help Mrs K in the last two years. It had reviewed Mrs K's circumstances, and signposted Mrs K to other sources of advice when it found it wasn't able to help due to the limited options it had.

Payment method issues – Our investigator reviewed the history of the account, and said she could see Kent had told Mrs K a number of times that it would need her to set up a direct debit or standing order for each of her sub accounts. It had sent out forms for this at different times, but didn't receive a response.

Our investigator said that Kent couldn't collect payments if Mrs K didn't complete the relevant forms. And Mrs K hadn't returned those, so our investigator didn't think that what had gone wrong here was Kent's fault.

Term extension request – Our investigator said Kent needed to check Mrs K could afford the change, before it could consider extending the term of her mortgage. And considering the overall position, it wasn't reasonable for Kent to extend the term of this mortgage now.

Account changed to interest-only and not reverted – Our investigator said Kent couldn't tell us why the mortgage hadn't been moved back from interest-only. But she'd considered the impact this had on Mrs K, and she thought having the account interest-only ended up being beneficial to Mrs K. This change meant that her monthly payments were lower, when she was having financial difficulties. Our investigator thought that if this account had been moved back to repayment, the higher monthly payments would have caused further arrears and made the situation worse in the long run – both in terms of Mrs K's personal finances but also in terms of the position of the mortgage account.

Mrs K didn't agree. She said Kent had told her it didn't expect to win this complaint, and that it had previously sent her cheques, which it wouldn't have done if it had done nothing wrong. Mrs K didn't think our service was being supportive enough of her, and she said she was the customer, so she thought that was wrong.

Our investigator spoke to Mrs K to explain the view in more detail. She also explained that our service isn't a consumer champion. We're an independent service, so we don't take sides. 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.

Our service has previously issued a decision on our jurisdiction in this case, making clear that we can only consider the following points, that Kent -

1. failed to offer forbearance action after January 2023, when payments to all the mortgage sub-accounts had stopped.
2. caused problems with making her payments after 16 September 2022 (but not that separate payments were required to all four sub-accounts)
3. hasn't extended her mortgage term after 18 October 2021.
4. failed to change the interest-only element of her mortgage back to repayment, so that Mrs K's mortgage was not paid at the end of its term.

I don't propose to reopen the conclusion about what our service can consider, so I will confine my considerations to the above issues.

- 1. failed to offer forbearance action after January 2023, when payments to all the mortgage sub-accounts had stopped.*

Mrs K said Kent hadn't supported her after January 2023, when payments to her mortgage stopped. I can see that in January 2023, Kent had provided her with information on how to reset all four of her monthly payments (I'll return to this below). But Mrs K's payments then stopped. It looks like Mrs K spoke to Kent on only a couple of occasions in 2023. Although the mortgage fell into arrears during this time, it appears that contact focussed on Mrs K's complaints. In October 2023, Mrs K said she wasn't prepared to discuss the arrears with Kent until her complaints had been dealt with.

In 2024, Mrs K started to provide Kent with updates on her health and work. I do think that Kent took full account of the difficulties Mrs K told it about, and I can see it delayed taking any action to allow her time to recover from ill health during this period. But I can also see that when Kent completed income and expenditure assessments with her, it found Mrs K's outgoings were greater than her income, which meant its options were limited. So I don't think Kent could have proactively offered Mrs K any means of reducing her mortgage arrears at this time.

I can see that in early 2025, Kent had planned to contact Mrs K again to discuss her arrears. It paid £100 in compensation because this call didn't happen as planned. I do think that provides a fair and reasonable outcome to that particular complaint point. I note that, given the restrictions on times when Mrs K is able to take a call, she may find it easier if she calls Kent, and I can see Kent has encouraged her to get back in touch with it.

I do think it was reasonable for Kent to delay taking legal action in this case, to allow Mrs K time to recover and return to work. I can see Mrs K anticipated an increase in her income in January 2025, which she said meant she hoped to be in a better financial position. I don't think Kent had to do more than it did during this time, and I don't think it has failed to offer forbearance to Mrs K.

2. Caused problems with making her payments after 16 September 2022

Mrs K has told us she's asked a number of times for Kent to resend the forms for her to reinstate payments to all of her accounts. But she said Kent had never done so. I can see that, after Kent responded to a complaint about this in late 2022, it reissued these forms for Mrs K in early 2023. The notes at the time say Kent's agent had written to her, setting out what needed to be done and providing pre-filled direct debit forms for each of her sub-accounts, hand writing the references for each account and the amount that would be taken. I do think it's likely that this paperwork was issued in January 2023, and I don't think it was Kent's fault that this was not then returned.

We know that after January 2023, Mrs K ceased making payments to any of her mortgage sub-accounts. It appears there was then little contact between Kent and Mrs K during 2023, although in 2024 she appears to have been keeping Kent more up to date with her personal circumstances.

I understand Mrs K finds it difficult to take calls from Kent because of her working arrangements, but I don't think that its most likely that her payments stopped, or failed to restart, because Mrs K had difficulties in obtaining the information she needed to make those payments.

3. Hasn't extended her mortgage term after 18 October 2021.

Kent has said it will issue the relevant forms to Mrs K, and it will consider any request for term extension she wishes to make. I don't think Kent had to consider Mrs K's request to extend her mortgage term without the further information that it has requested from her, and I haven't been able to see that Mrs K has completed and returned the relevant forms, in the time period I am allowed to consider here. So I don't think Kent should already have extended the term of Mrs K's mortgage.

More recently, Kent has said that because of the considerable period when Mrs K has not been making payments, and the existing arrears on her mortgage, as well as its concerns that she cannot afford her repayments, it would be unlikely to agree such an extension.

I understand that this is very upsetting to Mrs K, and she's said she fears Kent will move forward with legal action to reposess her home. However, I do think that the concerns Kent has raised here about a term extension are fair and reasonable in this particular case. I don't think it would be fair and reasonable for me to insist that Kent offers Mrs K a term extension, or indeed, a remortgage, as her mortgage term has now expired.

4. Failed to change the interest-only element of her mortgage back to repayment, so that Mrs K's mortgage was not paid at the end of its term.

The change to interest-only on Mrs K's mortgage appears to have been discussed with a field officer in June 2016. Statements show it was then implemented on three of her four sub-accounts from October 2016. It does appear from the notes as if this was first requested as a temporary concession, but it's not clear from the limited information that Kent has been

able to supply here, when this concession was intended to come to an end, or indeed if it was intended to be temporary when it was agreed.

We know Mrs K discussed a possible term extension with Kent in 2021. It appears that Mrs K was also considering changing her mortgage back to repayment at that time. I can see that in March 2021, Kent wrote to Mrs K asking her to complete forms for a switch from interest-only to repayment, but Kent says these forms weren't returned to it.

So it seems Mrs K was aware her mortgage was not all on repayment. I appreciate that Kent doesn't appear to have asked Mrs K to revert back to repayment on the three of the sub-accounts which are interest-only, but I also can't see that Mrs K had asked Kent to make this change for her.

The core of Mrs K's complaint here is that if Kent had changed her sub-accounts back to repayment, then her mortgage would have been paid off in summer 2025. However, I don't think that's the case.

We know that Mrs K has unfortunately had difficulties making her mortgage payments for some time prior to those payments stopping in January 2023. And we know that as far back as 2021, she had problems with rent arrears on the rented part of her shared ownership home. The change to interest-only on three of her mortgage sub-accounts meant there was a very substantial reduction in the total amount due each month. I think that has prevented Mrs K's mortgage from falling into arrears earlier.

We also know that for a number of reasons, including a series of health problems, Mrs K stopped paying towards any of her sub-accounts after 3 January 2023. I have seen her mortgage account statements running until September 2024, which show no payments from her throughout this time.

For the above reasons, and particularly because of this extended period without payments, I don't think it's likely that Mrs K would have paid off her mortgage in summer 2025, if three of her sub-accounts had not been moved to interest-only, then not moved back. I do think it's most likely that leaving Mrs K's three sub-accounts on interest-only was a mistake by Kent. But our service isn't here to punish Kent for its oversights, we have to look at the impact of any mistake on Mrs K. And, like our investigator, I think this change has in fact benefitted Mrs K, because it has substantially reduced the monthly total payment. That's meant she has been able to keep up with her payments for longer, and that her arrears accrued more slowly when she did fall behind.

Summary

I recognise that Mrs K is likely to be deeply disappointed by my conclusions above. She has previously said this complaint should be kept open until she feels satisfied, and I appreciate that she is unlikely to be satisfied by the above. However, this decision does represent the final stage in our consideration of her complaint, so I'm sorry to have to tell Mrs K that we cannot help her further with the issues she has raised. I've considered all the points that our service is able to look into for Mrs K, and I don't think her complaint should be upheld.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 2 February 2026.

Esther Absalom-Gough
Ombudsman