

The complaint

This complaint is about a mortgage Mr K held until recently with Mortgage Agency Services Number Two Limited (hereafter referred to as MAS2). The essence of the complaint is that Mr K, who lives overseas, is unhappy that MAS2 refused to send letters to him by email even after he explained that the mail service in his country of residence is to all intents and purposes non-existent. Mr K still has the mortgage, but whilst the complaint has been with us, ownership of it has transferred to a new lender, whose trading names I'll refer to as A.

What happened

By way of a provisional decision dated 18 February 2026, I set out my provisional conclusions on this complaint. The following is an extract from the provisional decision.

“The broad circumstances of this complaint are known to all parties. I'm also aware that the investigator issued a detailed response to the complaint, a copy of which has been sent to both parties, and so I don't need to repeat all the details here. Our decisions are published, and it's important that I don't include any information that might result in Mr K being identified.

Instead I'll give a brief summary in my own words and then focus on giving the reasons for my decision. If I don't mention something, it won't be because I've ignored it. It'll be because I didn't think it was material to the outcome of the complaint. Where I quote monthly payments, all figures have been taken from the annual mortgage statement issued by MAS2.

Mr K's mortgage is secured on a property that was his main residence, but he currently lives abroad. Unfortunately, the postal service in the country in which he lives has all but broken down, and he very rarely receives correspondence sent to him by post. This has caused him problems with his mortgage. He phoned MAS2 and asked if it would be willing to send his letters by email; it refused to do so. He complained, and MAS2 issued a final response letter (FRL) in October 2024. It sent the FRL by post, but Mr K didn't receive it. He phoned MAS2 up in January 2025 to find out what was happening; MAS2 sent him another copy of the FRL; this was again sent by post, and Mr K didn't receive it.

Mr K contacted us in May 2025, asking if we could help. We approached MAS2, and it emailed us copies of both letters. It also said Mr K had contacted us more than six months after the FRL had been issued, which meant the complaint was time-barred under our rules. However, MAS2 subsequently gave us consent to look into the complaint.

When we did so, our Investigator wasn't persuaded MAS2 had done anything wrong. He said that MAS2 had made a business decision, for security reasons, not to use email to send letters to its borrowers, so hadn't treated Mr K unfairly.

Mr K asked for the complaint to be reviewed by an ombudsman. Whilst the case has been with us, Mr K's mortgage has been transferred to A. Mr K was unaware of this

until we told him, because the letter MAS2 sent to inform him of the transfer to A didn't reach him.

What I've provisionally decided – any why

I'll start with some general observations. We're not the regulator of financial businesses, and we don't "police" their internal processes or how they operate generally. That's the job of the Financial Conduct Authority (FCA). We deal with individual disputes between businesses and their customers. In doing that, we don't replicate the work of the courts.

We're impartial, and we don't take either side's instructions on how we investigate a complaint. We conduct our investigations and reach our conclusions without interference from anyone else. But in doing so, we have to work within the rules of the ombudsman service, and the remit those rules give us.

I've considered all the available evidence and arguments in order to decide what's fair and reasonable in the circumstances of this complaint. Having done so, these are my conclusions, and the reasons for them. They're different from the Investigator's, so this is a provisional decision to allow both parties to provide closing comments before the decision is finalised.

Having no regulatory power means it's not in my remit to dictate what MAS2's policy on communication channels should be. In any event, MAS2 is no longer Mr K's lender, so there would be no value or benefit to be gained from ordering MAS2 to change its policy, even if I had the power to do so.

As an aside, the new lender A has a self-serve function on its website which we've drawn to Mr K's attention. This may or may not alleviate the difficulties he has with posted communication by allowing him to access and monitor his account more easily. Ultimately though, that's a matter for Mr K And A going forward.

Getting back to the dispute with MAS2, whilst I can't say if the policy of only sending letters by post is right or wrong, I can consider whether it was fair of MAS2 to adhere to the policy rigidly when Mr K presented it with his specific and highly unusual set of circumstances. Overall, I'm not persuaded it was. Mr K had made it clear he couldn't receive communications any other way and while email can be insecure he was willing to accept that risk given there was no other way of receiving his letters.

Knowing what MAS2 knew about Mr K's situation, it should have been a bit more accommodating and sensitive; sending an FRL and a change of lender letter by post was just unhelpful. For the time, trouble and upset this inflexibility caused Mr K, I consider that MAS2 should pay Mr K £250 compensation."

The parties were given two weeks to comment on the provisional decision. Both have agreed.

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.

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Having looked afresh at everything the parties have said and provided, and having been given no reason to depart from my provisional conclusions, I don't.

My final decision

My final decision is that I uphold this complaint by ordering Mortgage Agency Services Number Two Limited to pay Mr K £250 in full and final settlement. I make no other order or award.

My final decision concludes this service's consideration of this complaint, which means I'll not be engaging in any further discussion of the merits of it.

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

Jeff Parrington

Ombudsman