

The complaint

Mr S complains that Intrum Mortgages UK Finance Limited trading as Intrum Mortgages has prevented him redeeming his mortgage.

What happened

In December 2024, Mr S spoke to Intrum. He wanted to redeem his mortgage. It told him that he'd need to send a copy of his bank statement so it could confirm the source of funds.

On 13 December 2024, Mr S said he emailed Intrum with a copy of his redacted bank statement, but he received no response. He said he sent a further email and letters to Intrum, but the only response he received was its final response on 12 March 2025

In its final response, Intrum said it couldn't locate any emails from Mr S and he should re-send them or provide a copy of "the documentation" by post. It offered Mr S £75 for a delay in responding to his complaint. Mr S sent another copy of the redacted statement by post – but he said he never received a substantive reply.

I issued a provisional decision upholding the complaint. Subject to any further submissions, my provisional findings, which form part of this decision, were:

I am surprised that this complaint has reached this stage. It should be a straightforward matter for a mortgage lender to tell a customer what they need to do to repay a mortgage. Intrum had a duty to enable Mr S to meet his financial objectives and was required to communicate in a way that supported Mr S's information needs and equipped him to make decisions that were timely, effective and properly informed. I don't consider it has done that.

Where there is a dispute about what happened, I have based my decision on the balance of probabilities – in other words, on what I consider is most likely to have happened in light of the evidence.

Mr S has given us copies of the emails he sent Intrum on 13 and 24 December 2024. Intrum has asked for copies of the actual emails sent by Mr S. I am satisfied that he has forwarded the original emails to us. But our system automatically converts them to PDF. Mr S has been clear and consistent that he sent those emails to Intrum and the emails are correctly addressed.

Intrum said it had "been unable to locate [the emails] in [its] mailbox. If these emails were received by Intrum Mortgages, Mr S should have received an automated acknowledgment confirming receipt". And it had not seen the original copies of the emails. Intrum has not provided any evidence to support what steps it has taken to locate the emails.

On the evidence that has been provided to me I consider it is more likely than not that Mr S did send the emails to Intrum. He has provided evidence to support the emails were sent. Intrum has not provided any evidence to support that it carried out a suitably detailed search for the emails or that there were no problems with its email system at its time in question. In

any event, even if that were not the case, I don't think that makes any difference to the outcome overall. I will explain why.

I accept the redacted bank statement Mr S provided was not sufficient to satisfy Intrum's money laundering requirements. But Intrum knew that. Mr S's letter dated 21 January 2025 said that he'd provided a redacted bank statement. In the circumstances and knowing what Mr S's objectives were, Intrum ought to have responded promptly setting out in a clear, fair and not misleading way what Mr S needed to do to redeem his mortgage.

As far as I can see, the only responses Intrum sent to Mr S were its final response dated 12 March 2025 and another letter dated 9 April 2025. The final response did not set out in sufficient detail what Mr S needed to do to repay his mortgage. The April letter said Intrum had received copies of the emails but it has been unable to locate them on its system. It said it would review the bank statement and get in touch with Mr S shortly.

Neither letter set out in a sufficiently clear way that redacted statements were not acceptable or what process Mr S needed to follow, bearing in mind what had happened. And I have not been given any evidence to show that Intrum followed up its April letter as it promised. It ought to have been clear to Intrum that Mr S's objective was to repay the mortgage. It should have done more to support him to do that.

Overall, I don't consider that Intrum has acted fairly or reasonably. Where a business has not acted fairly we look to put the affected party in the position they would have been in had they been given the correct information. I agree with the investigator that if Intrum had acted reasonably then it is likely that Mr S would have repaid his mortgage.

In saying that, I accept that it is reasonable for Intrum to require evidence of the source of funds – and that a redacted statement is not acceptable. And Mr S has set out his reluctance to provide that information. Ultimately that is up to him, but I consider that it is likely to be reasonable for Intrum to request that information from him.

I am also conscious of the difficulty in communicating with Intrum as reflected in the circumstances set out above. Its responses to us are also often very late. For example, the deadline for it to respond to the investigator's view was 10 October 2025 but it did not substantively reply until 2 December 2025. That is an unacceptable delay for a business, particularly in view of the straightforward nature of this complaint and the underlying objective for Mr S to redeem his mortgage. It would not be reasonable for Intrum to delay resolution of this complaint any further. But it would also not be reasonable to give Mr S an open-ended amount of time to provide the information Intrum needs or to redeem the mortgage.

I have set out the steps Intrum should take if Mr S accepts this decision and timescales for Mr S to take any necessary action.

Putting things right

If Mr S accepts our final decision, Intrum should without delay send Mr S an email and a letter:

- *Setting out in a clear, fair and not misleading way, with sufficient detail, what evidence it needs to see of the source of funds.*
- *That says what email address Mr S should send the information to, when Mr S should expect an acknowledgment of his email and what steps he should take if he does not receive such an acknowledgement.*

If the information from Mr S is incomplete or insufficient, Intrum should respond without delay and set out in a clear, fair and not misleading way what Mr S needs to provide.

If Mr S provides all of the information within 14 days of the initial email or the email clarifying the information he needs to supply, Intrum should then without delay confirm in writing by email and letter that it is satisfied with the evidence of source of funds and [confirm] the mortgage redemption figure as at 31 January 2025 and how he should make the payment to redeem the mortgage.

If Mr S goes on to repay the mortgage within a further 14 days of the email and letter setting out how the redemption payment should be made, then Intrum should:

- *Backdate the redemption amount to 31 January 2025.*
- *Refund any payments Mr S has made to the mortgage since 31 January 2025.*
- *Pay interest at 8% simple per year from the date each payment was made until date it settles this complaint with Mr S.*

Intrum has not acted fairly or reasonably in the way it has dealt with this matter. If it had acted reasonably Mr S would have repaid his mortgage in January 2025. It has also caused delays to the resolution of this complaint by not responding within the deadlines we have set.

Our guidelines say that an award of over £300 and up to £750 might be fair where the impact of a business's mistake has caused considerable distress and/or inconvenienced that needs a lot of extra effort to sort out. Due to the length of time this matter has been ongoing and the number of missed opportunities Intrum had to resolve this matter.

In all the circumstances, I consider a payment of £375 would be fair to reflect any distress and inconvenience caused to Mr S. I understand Intrum has already paid Mr S £75. So it should pay him £300 to settle this complaint.

Mr S accepted the decision. Intrum did not respond.

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.

It is disappointing that Intrum did not respond to my provisional decision. It would have been helpful for it to confirm that it was able to meet the timescales set out in my provisional decision. That reflects that the service it has provided in this case has been very poor throughout and below what I would expect to see from a regulated mortgage lender.

I hope that it can provide a better level of service in implementing this final decision.

My final decision

My final decision is that Intrum Mortgages UK Finance Limited trading as Intrum Mortgages should:

- Pay Mr S £375. Intrum should make that payment within 28 calendar days after it is notified of Mr S's acceptance of this decision. If Intrum does not make the payment within 28 days it should pay interest at 8% simple per year, from that date until it pays

the £375.

- Without delay send Mr S an email and a letter:
 - Setting out in a clear, fair and not misleading way, with sufficient detail, what evidence it needs to see of the source of funds.
 - That says what email address Mr S should send the information to, when Mr S should expect an acknowledgment of his email and what steps he should take if he does not receive such an acknowledgement.

If the information from Mr S is incomplete or insufficient, Intrum should respond without delay and set out in a clear, fair and not misleading way what Mr S needs to provide.

If Mr S provides all of the information within either 14 days of the initial email or the email clarifying the information he needs to supply, Intrum should then without delay confirm in writing by both email and letter that it is satisfied with the evidence of source of funds, confirm the mortgage redemption figure as at 31 January 2025 and how Mr S should make the payment to redeem the mortgage.

If Mr S goes on to repay the mortgage within a further 14 days of the date of the email and letter setting out how the redemption payment should be made, then Intrum should:

- Backdate the redemption amount to 31 January 2025.
- Refund any payments Mr S has made to the mortgage since 31 January 2025.
- Pay interest at 8% simple per year from the date each payment was made until date it settles this complaint with Mr S. If Intrum considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr S how much it's taken off. It should also give Mr S a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 12 May 2026.

Ken Rose
Ombudsman