

## **complaint**

Mr H and Miss Y complain that Landmark Mortgages Limited continue to send a field agent to visit them, despite their request for these visits to stop. It is also adding fees for this which is making their financial situation worse.

## **background**

Mr H and Miss Y say that Landmark Mortgages Limited send a field agent to visit each time they are in arrears with their mortgage repayments. They have not received any benefit from the visits but are being charged £54 each time. This is unfairly increasing their debt. They have asked for the visits to cease and the fees to be refunded.

The adjudicator didn't think the complaint should be upheld. He said that the fees had been correctly applied to the account in line with its terms and conditions.

Mr H and Miss Y didn't agree.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr H and Miss Y accept that they have been in arrears with their mortgage over a period of time. They say that they have tried to keep up with repayments as much as possible and have kept Landmark Mortgages up to date with what has been happening. Despite this, Landmark Mortgages sends a field agent to their home to discuss the arrears. They find this intimidating. They have asked Landmark Mortgages to stop doing this because they don't derive any benefit from the visits and so they feel the fees are unfair and unnecessary.

Landmark Mortgages has said that its policy is to ask a field agent to visit a customer if the mortgage account is in arrears and it hasn't been able to agree a suitable payment arrangement. Before arranging such a visit it sends two letters clearly explaining the purpose of the visit. If a customer meets the field agent, discusses their financial situation and completes an income and expenditure review to agree a way forward then Landmark Mortgages doesn't make any charge for the service. It only charges if a customer refuses to meet with the agent.

Whilst I do not doubt that visit from field agents is unwelcome and distressing for Mr H and Miss Y, I'm satisfied that Landmark Mortgages sent them letters to explain its intention to send a field agent to review the situation. I consider that when Mr H and Miss Y received the letters they could have telephoned Landmark Mortgages to discuss their financial situation and make a payment arrangement if they didn't want an agent to visit.

I see that Mr H and Miss Y did this in December 2016. They agreed a repayment plan early in the month but a field agent visited two days after the arrangement had been made. Mr H and Miss Y showed the field agent that they had already made an arrangement and no fee was charged for this visit.

I consider that Landmark Mortgages is entitled to make enquiries about Mr H and Miss Y's financial situation if their mortgage is in arrears by more than two months. This may mean that it asks its field agent to visit if it hasn't been able to contact them to agree a mutually

acceptable agreement to clear the arrears and payments are not received on or by the dates agreed in the plan. I'm also satisfied that Landmark Mortgages has applied the charges correctly and in accordance with the terms and conditions of the account so I wouldn't be fair or reasonable for me to require it to refund these.

If Mr H and Miss Y are experiencing financial difficulties I would urge them to contact Landmark Mortgages to discuss their situation and agree a way forward to bring the account up to date. This would avoid the need for a field agent to visit them. I would also remind Landmark Mortgages that it has an on-going duty to treat someone in financial difficulty fairly.

**my final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Miss Y to accept or reject my decision before 23 February 2019.

Karen Wharton  
**ombudsman**