

## The complaint

Mrs H has complained about the actions of her mortgage lender, Kensington Mortgage Company Limited trading as Acenden. Mrs H had agreed for a field agent to attend her property to take photos of water damage. However, she said that Kensington sent a 'field bailiff', who attended her property at night and left threatening letters. Mrs H says that, as she is vulnerable, this caused her considerable distress. Mrs H wants Kensington to pay her damages, as well as her out of pocket expenses.

## What happened

I do not need to set out the full background to the complaint. This is because the history of the matter is set out in the correspondence between the parties and our service, so there is no need for me to repeat the details here. In addition, our decisions are published, so it's important I don't include any information that might lead to Mrs H being identified. So for these reasons, I will instead concentrate on giving a brief summary of the complaint, followed by the reasons for my decision. If I don't mention something, it won't be because I've ignored it; rather, it'll be because I didn't think it was material to the outcome of the complaint.

Mrs H has a mortgage with Kensington. In about 2018 Mrs H suffered a water leak inside the property which she says has rendered it uninhabitable. Following a conversation with Kensington in September 2023, it was agreed that a field agent would attend to photograph the damage.

The field agent attempted to make contact with Mrs H on several occasions, both by attending the property twice (when the door wasn't answered) and by telephoning her. (Mrs H has since told us that BT was inadvertently blocking calls to her number at this time.) The last visit the field agent made was in the evening. As on previous visits, there was no answer, so he left a standard letter asking Mrs H to contact him, which caused Mrs H some distress, as she saw it as threatening. This was the second such letter he'd left.

Mrs H complained. Kensington offered Mrs H compensation of £100, and wanted to discuss the matter with Mrs H, but wasn't able to. Mrs H escalated her complaint to this service.

An investigator looked at what had happened, but didn't think Kensington needed to do anything more. He noted that the field agent's visit was pre-arranged with the agreement of Mrs H, so it was a reasonable expectation that he'd have been able to complete his task of photographing the water damage to the property. The agent had also tried to call and had left messages. Overall, the investigator thought that the £100 offered by Kensington was fair.

Mrs H didn't agree, and asked for her complaint to be escalated to an ombudsman *"on humanitarian grounds"*. She says that the offer of £100 is an insult, offensive and not reasonable or fair. Mrs H also disputes that messages were left on her phone. She said that her telephone *"has no voicemails at all – only answerphone"*.

Mrs H says that she believes damages of over £100 are to be agreed, as well as her out of pocket expenses. Mrs H says that it is an *"utter insult"* for Kensington's *"bailiffs to grossly*

*mistreat me in this abhorrent manner” and she considers the investigator to have been biased for “siding” with Kensington. Mrs H says that she is “reliably informed by FCA, ICO and others that FOS ... can direct this all to court...”*

As the matter is unresolved, it falls to me to issue 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 will explain first that the Financial Ombudsman Service is independent of both consumers and the businesses they are complaining about. This means that we don’t act for consumers, nor do we take instructions either from consumers or businesses, or allow either party to direct the course of our investigations; were we to do so, it would compromise our independence and impartiality.

Therefore, although I’ve noted what Mrs H has said about various agencies telling her that our service can refer this matter to court on her behalf, that is simply not the case. I am sorry if Mrs H has misunderstood the position, but my role is to decide Mrs H’s complaint raised with our service about the field agent instructed by Kensington.

I’ve reviewed the evidence. I note that Mrs H had agreed for a field agent to visit, and so instructions were given by Kensington to its agent. I can see that the agent made numerous attempts to contact Mrs H between 8 September 2023 and 18 September 2023, leaving five telephone messages and making two visits to the property, when he left a standard letter on each occasion. The last visit, on 18 September 2023, was at 7.45pm, which Mrs H found very distressing.

Mrs H was also very upset by the letters left by the field agent. These were standard letters that field agents usually leave, where they explain that they have called to discuss the account and payments. That’s because field agents are usually instructed when there are mortgage arrears or payment difficulties. I know that wasn’t the case here – Mrs H had actually agreed to the field agent’s visit to inspect internal damage to the property, so I agree that the standard letter wasn’t appropriate. But given that Mrs H had invited the agent to visit, and agreed this with Kensington, I am not persuaded it was reasonable for her either not to return the messages she received or to answer the door, particularly when the first visit was made at about 11am on a Tuesday morning.

In this regard, Mrs H has confirmed that her phone doesn’t have “voicemails”, only an answering machine. On balance, I’m satisfied that the field agent *did* leave messages. I say this because our investigator has also confirmed that he left messages, which Mrs H said she didn’t receive. Mrs H has also said that BT has been blocking her calls. I’m persuaded, therefore, that the field agent’s record of messages left and visits made to the property is reliable. If Mrs H didn’t receive the messages he left for her, she’ll need to take this up with BT.

Mrs H has referred to the field agent as a “bailiff”. However, I’m satisfied Mrs H knew, or ought reasonably to have known (given that she’d asked for a field agent to attend the property) of the purpose of his visit – to photograph damage she said had occurred internally which she claims has rendered the property uninhabitable.

I can see that the letters Mrs H was left would have caused her distress. Kensington has acknowledged this and offered £100 compensation. In all the circumstances, I’m satisfied that this is fair, reasonable and proportionate. We don’t award damages in the way a court

would, and I have to take into account all the circumstances of this case – and in particular that Mrs H had actually asked for a field agent's visit, but then refused to answer the door or call to arrange a convenient appointment. Given this, I'm not persuaded the field agent's actions were wholly unreasonable, in all the circumstances.

I think the £100 offered by Kensington is fair and reasonable, and so I'm not ordering Kensington to pay any additional compensation or cover any of Mrs H's expenses.

### **My final decision**

My final decision is that, if it has not already done so, Kensington Mortgage Company Limited trading as Acenden must pay Mrs H £100 compensation in full and final settlement of this case. I make no other order or award.

This final decision concludes the Financial Ombudsman Service's review of this complaint. This means that we are unable to consider the complaint any further, nor enter into any discussion about it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 16 January 2024.

Jan O'Leary  
**Ombudsman**