

The complaint

Mrs D's complaint is about a buy-to-let (BTL) mortgage she has with Topaz Finance Limited trading as Rosinca Mortgages. She is unhappy with Topaz's actions and administration following the term of the mortgage ending.

Mrs D is represented in her complaint.

What happened

In 2005 Mrs D re-mortgaged a rental property she owns to a new lender. That mortgage was later transferred to Topaz. The mortgage was arranged on an interest-only basis and had a term of 15 years from the date of advance. That ended on 1 February 2021. At that point Mrs D was required under the mortgage contract to repay the capital she owed. She didn't do so.

Topaz sent Mrs D a formal demand for payment on 2 August 2021, giving her 30 days to pay the debt. It was explained that if she did not pay the mortgage off, or make an acceptable alternative proposal, it would move to repossess the property. Mrs D didn't respond to this letter.

On 6 September 2021 Topaz wrote to Mrs D again and told her that as she remained in breach of the terms of the mortgage, it would appoint Law of Property Act (LPA) Receivers. It went on to explain what the Receivers could do, including selling the property or handing possession to Topaz. Mrs D was given a further 14 days to pay the balance of the mortgage before further action was taken. She didn't respond.

Mrs D was given further opportunities to pay off the mortgage in letters of 13 September and 28 September 2021. Topaz also sent a field agent to speak to Mrs D, at which time she said she had a mortgage broker trying to find her a new mortgage and said she would contact Topaz. She didn't, although her mortgage broker wrote to Topaz on 6 October 2021 and confirmed it had been commissioned to arrange a re-mortgage. It confirmed that an agreement in principle had been obtained. The broker didn't enclose a letter of authority with its correspondence.

On 20 October 2021 the broker wrote to Topaz again telling it that the re-mortgage was progressing. It also asked Topaz to send it whatever documentation Topaz needed to allow it to act on Mrs D's behalf in relation to the mortgage. As Topaz didn't have authority to deal with the broker, it sent Mrs D a letter of authority to be completed to allow it to communicate with the broker. It also requested that she call it. She didn't call or return the letter of authority.

Mrs D's representative has confirmed the tenant vacated the property in December 2021. The property had until this point been rented out through a housing association, but the rent it could provide going forward was less than local market rates, and so she decided not to sign up for a further arrangement with the housing association. Instead she decided to renovate the property in order to obtain a higher rental income.

Neither Mrs D nor her broker contacted Topaz again over the following three months. As it said it would do, Topaz appointed a firm of LPA Receivers on 20 January 2022. The Receivers contacted Mrs D direct to inform her of the appointment.

Mrs D's solicitors wrote to the Receivers at the beginning of February 2022 informing it that a mortgage had been applied for and an offer was expected in around four weeks. As this meant that the mortgage could be paid off in around six weeks. It asked that any enforcement was delayed for four weeks to allow for the mortgage offer to be issued.

The Receivers discussed the request with Topaz. On 8 February 2022 it was confirmed that the Receivers appointment had been placed on hold for one month to allow Mrs D the opportunity to redeem the mortgage. The Receivers informed Mrs D's solicitors that she would need to contact Topaz directly to arrange a redemption statement.

A month later when nothing further had been heard from Mrs D, the Receivers confirmed that it had been reappointed and would commence work on the account/property. It asked for various pieces of information and documents relating to the property.

It was shortly after this that the renovations Mrs D was having done to the property were completed. She has confirmed that at this point the property was '*available for survey and inspection*' in mid-March 2022.

Mrs D's solicitors wrote to the Receivers again on 18 March 2022 asking for another hold of four weeks on its appointment and any action being taken. This was because there was an agreement in principle in place and the broker didn't think it would be a problem getting a mortgage offer. The delay wasn't agreed and the Receivers chased the information about the property it had previously asked for.

The information requested was provided to the Receivers on 26 April 2022. It was also confirmed that a mortgage application had been made and an offer would be issued shortly. It suggested completion would happen between 14 and 28 days after the offer was issued. It was again requested that a stay be put on any further action.

However, by this point a mortgage offer had already been issued to Mrs D on 24 April 2022, which was valid for three months. Mrs D's broker contacted the Receivers three days later enclosing a letter '*showing the essential details of the offer*'. Mrs B's solicitors forwarded a copy of the offer to the Receivers on 28 April 2022. The solicitors asked for confirmation that it would allow the re-mortgage to complete.

It appears that by the point this correspondence was received, the Receivers had decided possession of the property should be handed to Topaz and it was in the process of preparing to do so. As such, the Receivers responded by telling the solicitors that it couldn't put the action on hold, and Mrs D should speak to Topaz.

Mrs D telephoned Topaz a fortnight later. She was told to send in a copy of the mortgage offer and Topaz would consider the position, but there was no guarantee it would remove the Receivers and stop the process of possession being handed to it. Mrs D's broker wrote to Topaz the same day, which was received by Topaz on 13 May 2022. It enclosed a copy of the mortgage offer, explained what the Receivers had said, and asked Topaz if it would allow the re-mortgage to complete. It asked for a redemption statement to be provided for repayment of the mortgage debt on 30 May 2022. The letter of authority Topaz had sent Mrs D in the event she wanted Topaz to deal with the broker was not enclosed and so it did not have authority to respond to the broker or take instructions from it.

The process of the Receivers handing possession of the property to Topaz completed on 25 May 2022. The Receivers confirmed the property should be sold with vacant possession, and it had decided this was the appropriate way forward as the mortgage term had ended and the debt needed to be repaid. Topaz started the arrangements for the property to be cleared and marketed for sale. It also asked the parties involved in the process, between 26 and 30 May 2022, for their costs. Topaz wrote to Mrs D to inform her of the repossession on 30 May 2022.

Topaz has confirmed that when a property is taken into possession its standard procedure is to cancel any direct debit mandate (DDM) attached to the mortgage account. This is because the mortgage should be declared in default. However, no separate notification of the cancellation of the DDM is sent to the borrower, only the notification of the repossession.

On 30 May 2022 Mrs D's solicitors requested a redemption statement for the mortgage. This request was denied by Topaz as it didn't have Mrs D's authority to release information to the solicitors. The solicitors mentioned a re-mortgage date of 10 June 2022. While Topaz didn't act on the request made, it did ensure that the property wasn't cleared while it was considering whether to pass the property back to Mrs D. Subsequently, Topaz was sent a letter of authority allowing it to provide redemption statements to the solicitors.

The monthly payments were not taken from Mrs D's bank account following the repossession as the DDM had been cancelled. Missed payment markers were added to Mrs D's credit file for the June and July 2022 payments. On 1 July 2022 and 1 August 2022 Topaz wrote to Mrs D to tell her that no payment had been received. She didn't contact it about this until the end of August 2022.

The solicitors called back two days later again about the property being returned to Mrs D. It changed the anticipated date for the re-mortgage to go through as 15 June 2022.

On 7 June 2022 Mrs D's solicitors called Topaz to discuss the situation. It was informed that Mrs D had only provided her authority for Topaz to send the solicitors redemption statements, so it could not discuss the mortgage with it. The solicitors then asked for a redemption statement and was told that as the property was in possession, Mrs D would need to discuss it with the relevant department. It also confirmed that to produce a redemption statement it would need to obtain costs from the third parties that had been involved in the process to that point, and have Mrs D's agreement to include them in the statement.

Mrs D called Topaz later that day. She was told that in order to stop the process of the property being sold, proof of the agreed completion date would need to be provided in writing. Mrs D's solicitors sent the new lender a draft completion statement later that day.

On 14 June 2022 Mrs D appointed new solicitors to act on her behalf. The following day the new solicitors wrote to Topaz and provided it with a letter of authority from Mrs D, which was not dated, and a redemption statement was requested. A complaint was made about previously requested redemption statements not having been provided. The redemption statement was chased on 24 June 2022. The complaint about the lack of redemption statements was also made again on 1 July 2022, along with concerns about some administrative issues.

On 13 June 2022 Topaz received the last of the costs information that would allow it to produce a redemption statement.

Topaz responded to the complaint in its letter of 11 July 2022. It explained that Mrs D appeared to have been calling the wrong number to discuss her account, which was why the

calls were unsuccessful. As for dealing with her broker, Topaz explained that it didn't have her authority to do so, and so couldn't do so. In relation to the repossession, it confirmed that it had attempted to contact her on numerous occasions after the term of the mortgage ended, but she hadn't addressed the matter. As such, it had appointed the Receivers, but not until after it had given her warnings that this would happen so she could take action before it did. Topaz also confirmed that when a property had been repossessed it didn't usually issue redemption statements. However, as Mrs D had money in place to clear the debt, it would look into whether it could allow the debt to be repaid and the property returned to her. The complaint was rejected.

On 24 July 2022 Mrs D's re-mortgage offer expired.

A redemption statement was issued to Mrs D's solicitors on 27 July 2022, assuming a redemption date of 31 July 2022. As is normal, the statement detailed the amount of interest that would accrue on the mortgage each day thereafter, in the event the redemption didn't happen on the assumed day. Mrs D has told us that by the time the redemption statement was received, she was unable to proceed with the re-mortgage because the offer had expired. She also told us that the offer could not be extended because of the information that had been recorded on her credit file about the missed payments.

The 1 August 2022 letter Topaz sent to Mrs D highlighted that payments hadn't been made, but told her that despite the property being in possession, she could still do so if she wanted to. It gave details of how to do so. It was confirmed at this point Topaz would be progressing to selling the property.

On 12 August 2022 a further redemption statement was issued to Mrs D's solicitors, with an assumed redemption date of 30 September 2022. Topaz also put the sale process on hold.

Mrs D called Topaz on 31 August 2022 to pay the arrears. It was requested that Topaz confirm in writing that the mortgage account was up to date, which Mrs D could use to try to have the previous re-mortgage offer reinstated. A letter confirming Topaz was responsible for the DDM being cancelled and that Mrs D was not informed it had been, was sent to Mrs D on 15 September 2022. The letter also confirmed Mrs D had been made aware of the arrears on the account that had resulted from its actions.

Mrs D's solicitors made a further complaint in September 2022 about the security questions it had been asked when it called to discuss the account on 13 September 2022. Topaz responded to the complaint in its letter of 22 October 2022 and upheld the complaint. It apologised for the security questions it had asked and the long waiting time the solicitors experienced.

A further redemption statement was sent to Mrs D's solicitors on 31 October 2022. Mrs D secured funds to clear the mortgage debt and the property was returned to her on 1 November 2022.

On 29 March 2023 Topaz sent Mrs D a final response letter addressing the complaint about the DDM having been cancelled when the property was passed back to it for sale. It explained that this was its standard procedure and so it didn't consider it had done anything wrong. It also commented that Mrs D would have been aware that the payment was not collected. However, as a gesture of goodwill and in order to assist Mrs D going forward, Topaz said it would arrange for her credit file to be altered to remove the recent adverse records. In recognition of the delay in the complaint being handled, Topaz offered Mrs D £100 compensation.

Mrs D was not satisfied with Topaz's response to the complaint and referred it to the Financial Ombudsman Service.

One of our Investigators considered the complaint and partially upheld it. He concluded it was not unreasonable for the Receivers to have been appointed. However, he thought Topaz had been wrong not to issue a redemption statement when it was first requested and if it had been, he thought the mortgage would have been redeemed at the end of May 2022 and the possession would have been avoided. Had the repossession not happened, there would have been nothing adverse recorded on Mrs D's credit file. As such, the Investigator recommended:

- The record of missed payments after May 2022 be removed from Mrs D's credit file.
- Loss of rent from 11 August 2022 to December 2022 (inclusive) be paid to Mrs D. Plus 8% simple interest to be added to each of the rent payments from the date they should have been paid to the date of settlement.
- A refund of the Receivers costs that accrued after 26 April 2022 (the date of the re-mortgage offer) in relation to it seeking and taking possession of the property, and all costs accrued after 30 May 2022 when the mortgage should have been redeemed. Simple interest of 8% was to be added to these sums from the date they were charged to the date of settlement.
- Reimbursement of legal costs for repeating the request for redemption statements after 30 May 2022, plus simple interest at 8% each year from the date of payment to the date of settlement.
- £750 compensation for the upset and inconvenience the matter caused Mrs D.

Topaz didn't agree with the Investigator's conclusions. It said that once a property was in possession, it didn't need to issue redemption statements as the property would normally be in the process of being marketed and sold in order for the mortgage and associated costs to be repaid. It also pointed out that before it produced a redemption statement, it needed to obtain information about costs from the Receivers. Topaz said when the first redemption statement had been requested by the solicitors through the appropriate portal, it was the same date the property was received into possession and at that point there was no guarantee it would have been willing to hand the property back to Mrs D.

However, Topaz admitted there was then some delay on its part as the information from the Receivers it needed to produce the redemption statement wasn't received until 27 July 2022, and so it was willing to remove the adverse credit records and pay the £750 compensation. In addition, Topaz said that it would consider whether it would be appropriate for it to reimburse any legal costs Mrs D had incurred due to her solicitors repeatedly requesting redemption statements if she provided a breakdown of those costs. However, it was not willing to reimburse any loss of rent or Receivers' charges.

Mrs D didn't accept the Investigator's conclusions entirely either. She said that over the next five years a replacement loan will cost her around £26,000 more than if she had been able to complete on the April 2022 re-mortgage offer. In the meantime, she has had to take out a bridging loan to repay the money she borrowed from friends to repay the Topaz mortgage and tide her over while she waits for her credit score to be rectified. The bridging loan is costing £2,517.50 each month in interest. Mrs D asked that these additional costs be considered when determining compensation. In addition, she gave details of the impact the situation had on her health and wellbeing, which she considered should be reflected in the compensation payment. Mrs D also asked that the cost of her solicitors dealing with the complaint be paid in view of the effect the events of 2022 had had on her confidence and ability to deal with things.

The Investigator considered what the parties had to say and addressed several points made, but overall, he was not persuaded to alter his conclusions.

Both Mrs D and Topaz continued to disagree with the Investigator's conclusions and asked for the outcome of the complaint to be reconsidered. As such, it was decided the complaint should be referred to an Ombudsman for review.

I issued a provisional decision on 24 January 2024 setting out my conclusions about this complaint and reasons for reaching them. Below is an excerpt.

'Mrs D had a BTL mortgage with Topaz, which is a commercial arrangement. This means that she was not afforded the same protections that a consumer would have with a residential mortgage. That said, Topaz was still required to treat Mrs D fairly when dealing with her.

Mrs D was due to repay the mortgage debt in February 2021. She didn't do so, and she also didn't respond to Topaz's earlier requests for her to tell it about her plans for doing so. Even when responses started being provided in the Autumn of 2021, they didn't provide a definitive way forward or set a timescale for repayment, because no alternative funding was in place. Later in this period, Mrs D decided to renovate the property, which meant that alternative funding could not be arranged. However, despite the lack of material communication, Topaz didn't propose to take any action to move the situation forward until almost a year after the debt had been due to be paid. When it did, it then gave Mrs D further time to clear the mortgage before appointing Receivers when she asked for it.

Overall, I don't consider Topaz acted unreasonably in the appointment of Receivers as it was over a year after the mortgage was due to be repaid and Mrs D was only providing it with speculative plans for repaying the mortgage. I also note that Mrs D decided to renovate the mortgaged property in December 2021, and it was not in a fit state for a survey to enable an alternative mortgage to be arranged until March of 2022. Throughout that period Mrs D and her representatives failed to tell Topaz what was happening with the property or that new borrowing hadn't been and couldn't be applied for.

Receivers are appointed for rental properties where the borrower is not managing the mortgage appropriately. I can't find that Topaz was wrong to reach that conclusion about Mrs D's mortgage, as it had been waiting for her to repay the amount borrowed in line with the mortgage contract for over a year. The actions of the Receivers from that point onward are not something I can comment on, as they do not fall within my remit. However, I can consider Mrs D's interactions with Topaz from May 2022, when she asked it to allow her to pay the amount owing and have the property returned to her.

There were problems with communications during this period because the parties trying to communicate with Topaz were not authorised to act on Mrs D's behalf. Given the professional nature of the businesses involved, I would have expected them to have been aware that appropriate authorities would need to be provided to Topaz when first contact was made, but they were not. This was highlighted to Mrs D at an early stage. So while I am sure Mrs D thinks there were significant delays and problems caused by Topaz in this process, many of the problems were not in its control. It simply could not act on the instructions it was receiving or respond to the requests to discuss matters.

The next issue I would comment on is the matter of the DDM being cancelled without Mrs D being informed. This happened because Topaz had possession of the property, which it did tell her about. In such a situation a lender would not expect to be able to collect payments from the borrower, although it would allow payments to be made if requested by the borrower. As such, I can't conclude that Topaz was wrong to stop collecting payments.

It is also not in question that Topaz didn't tell Mrs D that it had cancelled the DDM when it did so. It would have been helpful if it had explained the consequences of the repossession so that Mrs D was fully aware. However, Topaz was correct in its action to cancel the DDM, as when a property is repossessed, the mortgage is defaulted, and no further payments are due. It appears that Topaz's systems were not appropriately updated and so missed payments were recorded on Mrs D's credit file, rather than the default that should have been recorded. In light of this, Topaz should remove the record of the June and July 2022 payments having been missed. As for reporting the mortgage being in default from the point of possession, I will come to that shortly.

I will now turn to the matter of the redemption statement requests. Topaz wasn't in a position to provide a redemption statement when it was first asked for one in May 2022, for two reasons. The first of these being that it needed to include the costs that had been incurred because of Receivers being appointed and the property being taken into possession. The second was that it needed Mrs D's agreement to have the costs included in the redemption statement.

Topaz has recently confirmed it had the information it needed to issue a redemption statement on 14 June 2022, but it didn't do so until 27 July 2022. Its notes from the time say that a decision about whether to allow Mrs D to buy the property back was being made, and that is reasonable. However, Topaz has been unable to confirm how long that process took. Given Topaz had a copy of the mortgage offer already, I don't think the decision should have taken more than a week or two. As such, I am satisfied a redemption statement should have been issued by the end of June 2022, more than three weeks before the mortgage offer expired.

I have considered whether Mrs D suffered a financial loss because of this error. I am not persuaded she did. I say this as had the correct information – the default - been declared on Mrs D's credit file I am satisfied it would have had a similar effect to the missed payment markers. This is because lenders complete a final credit check before advancing monies on a re-mortgage to ensure nothing has happened that would change the risk of the proposed lending. Given that the lender would not lend when there were missed payment markers on Mrs D's credit file, it is highly unlikely that it would have lent when there was a default, which arguably is a more serious indication of financial difficulties. As such, I consider it highly likely the mortgage offer would have been withdrawn, if it had not expired first. Therefore, Mrs D would have always found herself in the position she did at the end of July 2022, albeit a few weeks earlier.

That said, it is clear that there were delays on the part of Topaz once it was in a position to issue a redemption statement. I also think it could have communicated more effectively at times, so some compensation is reasonably due Mrs D. Topaz offered, during our investigation, to pay Mrs D £750 compensation and maintain its goodwill offer to remove adverse information from her credit file. I think the combination of these actions are appropriate and proportionate in the circumstances.'

Topaz accepted my provisional decision.

Mrs D said my provisional decision came as a disappointment. She said many of the letters Topaz has said were sent to her were not received, specifically those sent in August and September 2021 chasing payment of the mortgage and telling her that it would appoint LPA Receivers if she didn't make payment. The list also included the letter of authority in October 2021 and Topaz's final response letter of 11 July 2022. As such, it was not accurate for Topaz to assert that Mrs D did not respond to letters it sent her. Mrs D also said that the only time she has spoken to a field agent was in early 2021 around the time the mortgage term expired.

While Mrs D has said she did not receive the letter telling her that Topaz needed her to sign a letter of authority to deal with her broker, she said she gave this authority orally in numerous telephone conversations.

In relation to the provision of a redemption statement, Mrs D said she asked for one to be issued on numerous occasions in telephone calls and was assured it would be issued shortly. During those calls she was not told that there were any issues with her requesting a redemption statement and she was not told letters of authority were required from her broker or solicitors. Mrs D said she was misled by Topaz, which led to increased frustration and confusion about what was happening.

Mrs D disagreed with me that a default should have been placed on the mortgage account when the property was taken into possession. She said this was because she had continued to fully service the account by making monthly payments in full and on time. As such, she believes the mortgage offer she received in April 2022 would have completed but for the delays in Topaz issuing a redemption statement. Mrs D also said she believed there were delays before the date Topaz had the information it needed from third parties to produce the redemption statement. She said that she doesn't consider the delays were reasonable, especially given she had been orally assured on numerous occasions prior to June 2022 that redemption statements would be issued imminently. Mrs D reiterated that even when the redemption statement was issued because Topaz sent it by post, it took a week to arrive. Mrs D also reiterated her concerns about the difficulties she and her representatives experienced communicating with Topaz.

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.

Mrs D has said that Topaz didn't make her aware that authorities were needed for her broker and first solicitor to communicate on her behalf with it. However, it appears that Topaz did highlight the issue in relation to the broker as it sent her a letter about it with a letter of authority enclosed. It would also appear Topaz raised the issue with the first solicitors given it provided a letter of authority shortly after its first contact.

However, even had Topaz not highlighted the issue, Mrs D had hired a financial services industry professional in the form of a broker, and a solicitor to represent her. Both of those professions would have been fully aware of data protection requirements and would have known that they needed to provide Mrs D's authority to Topaz at first contact. This is supported by the fact that when Mrs D replaced her solicitors, that firm provided a letter of authority with its first communication with Topaz. Neither the broker nor the first solicitors did. That was a failing on Mrs D's representative's part, not Topaz's.

Mrs D has said she was fully servicing the mortgage at the end of June 2022, and so the account should not have been declared in default as I said in my provisional decision. While Mrs D may have continued to make the interest payments to the mortgage, she had not paid the capital sum that she had been contractually obliged to pay in February 2021. That failure had resulted in the property being taken into possession – it is the repossession that resulted in the account going into default – irrespective of whether Mrs D continued to pay the interest on the outstanding balance. As such, if Mrs D were placed in the correct position, had errors not been made by Topaz in its administration at that time, I remain satisfied that the late payment markers would not have been recorded on her credit file, but a default would have been, with the associated consequences on the re-mortgage.

Mrs D has expanded on her recollections of the conversations she had with Topaz and has said she had numerous conversations with it in which, variously, she gave Topaz authority to deal with her broker and requested redemption statements and was assured they would be with her shortly.

I have reviewed the contact logs for Mrs D's account which are contemporaneous with the discussions that took place. This means they should reflect what was said at the relevant time. They are not fool proof, of course. It is always possible information might not be recorded correctly or at all. However contemporaneous evidence is typically more reliable than people's individual recollections at a distance in time, which although given in good faith, can sometimes be inaccurate, contradictory or influenced by hindsight.

While the contact logs do support numerous telephone calls being received from Mrs D and her representatives, relatively few were made by her and that is supported by her comments on 11 and 25 May 2022 when she told Topaz she'd found it impossible to get through to it. In most of the calls with Mrs D Topaz was unable to discuss her account because she either didn't pass security or she had called the number for one of Topaz's other trading names, which couldn't help her. I can only find one call that related to the issue of a redemption statement before the call of 7 June 2022 and she didn't pass security, so Topaz told her it could not discuss specifics with her. It was, however, confirmed that a redemption statement would be requested, and it was confirmed that it usually took five working days for a redemption statement to be provided. Mrs D was also told that if a solicitor would be dealing with the redemption *it* would need to make the request through the lender exchange. This was around two weeks before Mrs D spoke to Topaz and gave it permission to include the costs of the Receivers etc. that meant Topaz could provide a redemption statement once it received the necessary information.

As such, it does not appear that Mrs D was repeatedly assured that redemption statements would be with her imminently as has now been suggested. I have also been unable to find contemporaneous evidence that Mrs D gave oral authority for Topaz to deal with her broker.

Mrs D has now said she didn't receive letters in August and September 2021 and July 2022. All of these letters were sent to Mrs D's home address and having checked the address Topaz had, it was correct. While we accept post does sometimes go astray, in general we consider that if a letter is correctly addressed, it is more likely than not that it was also correctly delivered. I also note that in relation to at least one of the letters Mrs D has said was not received, she had been told to expect it. This was the formal demand letter of 28 September 2021. Mrs D didn't contact Topaz to tell it the letter had not arrived, which I would have expected had it not been. I also note that it was only around a week later that Mrs D's broker initiated contact with Topaz about plans to repay the mortgage, which would indicate that Mrs D may well have received Topaz's correspondence in that period. Overall, I think it likely that Mrs D received the letters sent to her.

I have reviewed the file again in its entirety and I have revisited my provisional decision in light of Mrs D's further comments. Having done so, I have not changed my conclusions.

My final decision

My decision is that I uphold this complaint in part. I order Topaz Finance Limited to:

- Remove the adverse information from Mrs D's credit file.
- Pay £750 compensation for the upset and inconvenience she suffered from its delays and poor service.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs D to accept

or reject my decision before 14 March 2024.

Derry Baxter
Ombudsman