

The complaint

This complaint is about a mortgage that, until recently, Mr K held with Charter Court Financial Services Limited trading as Precise Mortgages (PM). He's unhappy that when he repaid the mortgage, PM's bank held the funds for ten days pending security checks, and that PM didn't do enough, or act quickly enough, to resolve things and keep him informed. He believes the events may have been racially-motivated, and says the resulting stress has had a lasting physical effect on him.

What happened

The broad circumstances of this complaint are known to Mrs and Mr S and Halifax. I'm also aware that the investigator issued a comprehensive response to the complaint, which has been shared with all parties, and so I don't need to repeat all of the details here.

Our decisions are published, and it's important that I don't include any information that might result in Mrs and Mr S being identified. Instead I'll 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.

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.

If I don't comment on any specific point it's not because I've failed to consider it but because I don't think I need to comment on it in order to reach what I think is the right outcome in the wider context. My remit is to take an overview and decide what's fair "in the round".

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. We deal with individual disputes between businesses and their customers. In doing that, we don't replicate the work of the courts.

Mr K has expressed a preference about the ethnicity of the ombudsman who decided his complaint. However, being impartial means we don't take either side's instructions on how we investigate a complaint. Mr K's entitled to have his complaint reviewed by *an* ombudsman, but that is the extent of his entitlement.

The first point I need to make is that the decision to delay releasing the funds for credit to Mr K's mortgage account wasn't made by PM. The decision was made by PM's bank, and was entirely at the bank's discretion. Insofar as this complaint is against PM, I have no remit to consider the fairness or otherwise of the bank's actions, including whether they were racially motivated.

I understand Mr K is considering raising a separate complaint against PM's bank; indeed, he may already have started that. Nothing I say here should in any way be inferred as pre-empting the outcome of such a complaint against PM's bank. I deal solely with how PM

reacted once it became aware there was a problem. That being the case, the complaint is more straightforward than it might first appear.

I say that because I don't have to decide if PM is at fault; it has admitted it didn't react as swiftly or as fully as it should have done to the security enquiries passed by the bank. All that leaves me to decide is how PM should fairly compensate Mr K for its failings.

PM has written off the extra interest that accrued on the mortgage during the days the funds were held up; it also offered Mr K £50. Our investigator thought £100 to be more appropriate and PM has agreed to pay that sum. In all of the circumstances, I think that's a reasonable outcome. Nothing in the available evidence gives me cause to think PM's shortcomings here were down to anything other than inefficiency.

I don't know, and won't speculate on, whether Mr K can obtain a remedy from PM's bank over the decision to retain the funds in the first place. For PM's part in not resolving matters as quickly as it should have, the interest waiver and £100 compensation amount to a fair settlement.

Mr K doesn't have to accept my conclusions, and if he doesn't, then neither he nor PM will be bound by my final decision. Subject to any time limits or other restrictions a court might impose, Mr K's right to take legal action against PM over the subject matter of this complaint won't have been prejudiced by our consideration of it.

My final decision

I uphold this complaint in part. In full and final settlement, I direct Charter Court Financial Services Limited trading as Precise Mortgages to pay Mr K £100. 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 3 May 2022.

Jeff Parrington
Ombudsman