

The complaint

Mr and Mrs D complain about the broker fee Fluent Money Limited charged them for arranging a second charge mortgage.

What happened

Mr and Mrs D approached Fluent Money to get advice on and arrange a second charge mortgage. Fluent Money arranged them a loan, and charged them a fee of £4,995 for doing so. The fee was added to the loan balance of £55,000, along with a lender fee of £1,395.

Mr and Mrs D complained. They said they only needed the loan for a few months and explained they would be repaying it shortly – for that reason Fluent Money recommended a loan with no early repayment charge (ERC). Mr and Mrs D said that the fee was extortionate and hadn't been made clear to them before they agreed to go ahead.

Fluent Money said that the fee was the fee it charged for second charge mortgage advice – the specific amount was related to the balance of the loan. It said it had made the fee clear and that Mr and Mrs D had agreed to it. It sent them a call recording of where the fee had been set out by its adviser.

Mr and Mrs D said they didn't agree that the call recording showed the fee had been made clear or that they had agreed to it. They said the adviser gave them a lot of information all in a rush and the fee was in the middle of that. They also said that Fluent Money hadn't made the fee clear in the documents it gave them or in the app it used for dealing with them. They said the fee was excessive and disproportionate and should be refunded. Given the short period they wanted the loan, it wasn't good value.

Our investigator didn't think the complaint should be upheld, so Mr and Mrs D asked for it to be reviewed by an ombudsman.

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.

This complaint is about the fairness of the fee Fluent Money charged for its advice. For loans of this size, it charged 11.5% of the loan balance, capped to £4,995 – which was the amount Mr and Mrs D were charged.

I've therefore thought about whether Mr and Mrs D were made aware of, and agreed to, the fee. I've also thought about whether there was any reason that the fee wasn't a fair fee in all the circumstances. And I've thought about whether the level of the fee meant that the advice to take this loan wasn't appropriate in all the circumstances.

Mr and Mrs D first contacted Fluent Money in early July 2024. Mrs D had an initial conversation with an adviser on 9 July. In that call she set out what she wanted to borrow and went through their financial situation. The adviser said he would look at the figures, see

what was available and call back.

In the second call later that day the adviser said he had found a suitable loan. He explained how the lending worked and the terms of the loan. He read a series of advice and warning scripts, including setting out what the fee was. He did say at the start that Mrs D could stop him and ask questions at any time. This information included both the lender and broker fee – but there was a lot of information given over a short space of time. I don't think it was rushed over or hidden, as Mr and Mrs D have suggested. But it was part of a lot of information Mrs D needed to take in in a short space of time.

I've therefore considered how else Fluent Money made clear what it would charge. It sent out a welcome pack, including various documents, shortly after this call. It also sent an advice letter and an illustration.

The advice letter was sent the same day. It explained the loan Fluent Money was recommending and why. The letter did not expressly set out in the explanation what the fees were. But they were included in the summary:

“Second charge mortgage

Term: 240 months

Amount of second charge mortgage: £55,000 (excluding fees)

Broker fee: £4,995.00

Lender fee: £1,395.00”

Mr and Mrs D signed a copy of the advice letter on 17 July and returned it to Fluent Money.

An illustration was produced on 9 July. It says the amount of the loan is “£61,390.00 including fees that will be added to the loan.” It also includes, in the section headed “**Interest rate and other costs**”, a table headed “**Costs to be paid on a one-off basis**” (bold in original). The table includes the following lines:

Lender Fee	Added to Loan: Yes	£1,395.00
Broker Fee	Added to Loan: Yes	£4,995.00

Underneath the table, it says “If any fees are added to your second charge or second standard security mortgage balance, interest will be charged over the lifetime of the second charge or second standard security mortgage.”

The illustration set out the fees charged in the way required by the mortgage rules. Mr and Mrs D were therefore told what fees they would pay in the way required by the regulator.

As I say, I think the information given on the call set out accurately what fees Mr and Mrs D would pay. I can understand why Mrs D might have missed that given that it was included in a lot of other information given over a short period. But the fees were also made clear in both the advice letter and the illustration, which Mr and Mrs D were given before they decided to go ahead. I don't think I can fairly find that Fluent Money didn't adequately disclose what the fees were when it did so in the format required by the regulator. And in giving them that information in at least three different ways – in the call, in the letter and in the illustration – I

think it paid due regard to their information needs so that they had the information they needed to make an effective decision about whether to go ahead.

Mr and Mrs D did decide to proceed. They were sent a mortgage offer. The mortgage offer, dated 28 August, doesn't separately set out the fees charged. But it does refer back to the illustration, which is enclosed with the offer. Although this version of the illustration is dated 28 August, it contains the same information about fees I've quoted above. Mr and Mrs D then accepted the offer, and the loan completed on 30 August. They were therefore given a final opportunity to review the details of the loan, including the fees, before they committed to it.

I'm therefore satisfied that Fluent Money did enough to draw Mr and Mrs D's attention to the fees they would pay if they took this loan. But I also need to think about the second part of their complaint – whether the fee was excessive and didn't represent good value.

Mr and Mrs D say that they only wanted this loan for a short time before repaying it on re-mortgaging it with a new first charge mortgage. Mrs D made that clear from the earliest call with Fluent Money's adviser. She said they were looking at paying this loan off "in a year or two". The adviser did say that they should check to see if it might be cheaper to not take this loan at all and just take further borrowing on their main mortgage. That wasn't something he could check, because Fluent Money only advises on second charge lending. But I'm satisfied he made clear that there were other options Mr and Mrs D should consider. It was then their choice to proceed with this loan knowing its costs.

Mrs D also made clear that they needed the money quickly because they needed to complete a home refurbishment project, and they were still in a fixed rate period with their first charge lender. Although taking this loan would likely have been more expensive than waiting to take further first charge borrowing, I don't think that makes this loan unsuitable – because Mr and Mrs D had a good reason for not waiting, and Fluent Money made clear that there might be cheaper options compared to taking this loan it couldn't advise them about but which Mr and Mrs D should explore themselves. Mr and Mrs D now say they ended up paying this loan off very shortly after taking it out – within a couple of months – but that wasn't their plan as expressed to the adviser at the time.

I've also thought about whether the fee was fair of itself – taking into account the regulator's Consumer Duty and the obligations it sets out around fair value. Fluent Money has explained that it sets its fees based on the costs involved in delivering its service. Its charges are broadly in line with what other second charge brokers charge for similar lending. I've not seen any evidence that they're out of line with the broader market, or that they're excessive compared to the costs to Fluent Money of providing its services.

Taking everything into account, therefore, I don't think I can fairly uphold this complaint.

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 D and Mrs D to accept or reject my decision before 17 December 2025.

Simon Pugh
Ombudsman