

The complaint

Ms W complains about the way that Swift 1st Limited trading as Swift Advances has administered a second charge loan.

What happened

In 2006, Ms W took out a secured second charge loan with Swift Advances. The loan was for £20,000 repayable over 15 years.

In April 2007, the initial loan was repaid with the proceeds of another loan for £31,696.

In December 2007, Ms W took repaid the previous loan. She took out a loan with Swift Advances in joint names with her now ex-partner. It was for £49,431.2 plus fees repayable over 25 years.

In 2016, Swift Advances obtained a suspended possession order. It said that the order was suspended until the end of the contractual term in 2032 and that Ms W should pay Swift Advances £200 a month.

Swift Advances is no longer authorised by the Financial Conduct Authority and is not part of our compulsory jurisdiction. So the respondent in this case is Swift 1st trading as Swift Advances – the administrator of the loan.

Ms W is dissatisfied with the way she's been treated by Swift Advances. She's raised a number of complaints:

- Swift Advances had colluded with the lender of her first charge mortgage and a third party agency.
- She should not have been given the loans in the first place.
- The payments she's been required to make are unfair.
- Swift Advances had incorrectly said she'd not made all the payments that were due.
- Swift Advances would not remove her ex-partner from the loan– and it addressed letters to him despite knowing he was not contributing to the loan.
- The legal action in 2016 was unnecessary.
- Swift Advances has not set out clearly what will happen when the loan term ends.
- Swift Advances said her ex-partner could not be removed from the loan.

I issued a jurisdiction decision. I said that we could not consider any complaint that was dealt with in final responses issued before February 2024. I also said we could not consider a complaint about the sale of the loans, her ex-partner being added to the loans or the legal

action taken in 2016 and they were all referred outside the time limits in our rules.

The investigator did not think that Ms W's complaint should be upheld.

Ms W did not accept what the investigator said. She responded to make a number of points, including:

- The investigator had misunderstood her complaint.
- Her complaint was not about removing her ex-partner from the mortgage. Rather she wanted Swift Advances to stop sending correspondence with his name on it.
- She'd sent evidence to show that something wasn't right when the last loan was approved. She'd taken out a different loan the week before with a different reference number.
- We should check the way that the loans were registered.
- The proceeds of the third loan were split between her and her ex-partner - £7,500 each.
- She understood that the purpose of the third loan was to combine all three loans into one payment.
- Swift Advances had not given her copies of all the loan agreements.

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 am sorry that Ms W feels that we have misinterpreted her complaint. I can see by the amount of contact she's had with both us and Swift Advances that she feels very strongly that she has been a victim of some injustice in respect of the loans that Swift Advances gave her. I've explained why there are some parts of the complaint we can't look at. But I have addressed everything I can.

Ms W has made many complaints to Swift Advances. She made this complaint to us by phone during the course of a complaint about another business. She spoke to the investigator a number of times before he issued his view letter. Once he issued his view and follow up there have been several phone conversations with the investigator and with other members of staff where Ms W has been given the opportunity to explain what her complaint is and why she disagreed with the investigator.

Ms W has also been invited to explain in writing why she disagrees with what the investigator said. – and she has provided a written response and documents, where she has written some comments.

I am satisfied that Ms W has been given a fair opportunity to set out what her complaint is – both to Swift Advances and us. She has also been given many opportunities to give us the reasons why she does not agree with the outcome proposed to the investigator, including after the deadline for her to make submissions has passed.

I have listened very carefully to everything Ms W has said and provided – including all of the documents she has sent in and anything she said or provided after the deadline had passed. But I'm afraid I do not see how I could fairly require Swift Advances to do anything else. I

know Ms W will find this hard to accept but the points she has highlighted do not make any real difference to the outcome of this complaint – I can't see that Swift Advances has treated her unfairly or unreasonably in respect of the parts of the complaint I can look at.

The loans

I explained in my jurisdiction decision that we can't consider any complaints about the sale of the loans as they have been referred to us outside the time limits in our rules. That includes all of the complaints about how the loans were set up, including how they were registered with the Land Registry and the alleged collusion between Swift Advances and other parties.

I note Ms W said that she hasn't been given all of the paperwork from the time of the sale.. That is not unusual bearing in mind that was more than 17 years ago. There is no obligation for a lender to retain information for that long.

Payments

Swift Advances has sent Ms W a list of all the transactions she's made since the court order in 2016. It said there is a shortfall of around £1,700 as at April 2025, including Covid payment holidays. It is for Ms W to highlight and provide evidence if she has made any payments that have not been added to the loan. But based on the evidence available to me I can't see Swift Advances has made an error or the amount it is claiming is wrong

Ex-partner

I explained we couldn't consider a complaint about Ms W's ex-partner being added to the loan as it was referred to us too late. That includes the reasons why he was added to the loan, She later told us that her complaint was not about Swift Advance's refusal to remove him from the loan. For completeness, I would add that it was not unreasonable for Swift Advances not to agree to that. It would need her ex-partner's consent and it is not clear that putting the loan in Ms W's sole name would be in her best interests overall, bearing in mind her ex-partner remains liable for the loan, even if he is not contributing to it as things stand.

Ms W has told us that her complaint is actually that Swift Advances sends letters addressed to both her and her ex-partner when it knows they have separated. Swift Advances said that the account is in joint names and when it sends automated letters it will include both account holders' names as that reflects the correct position. I don't think that is unreasonable.

I note Swift Advances has accepted that when it is dealing with Ms W individually it should only address letters to her. It apologised when it did not do so. It should take care to make sure it writes solely to Ms W when it is dealing with her directly. It should explore if it is possible for it to use only her name when writing to Ms W regarding the loan. And it should write to Ms W alone when it is possible for it to do so.

Term end

Swift Advances said that it will allow the term of the loan to continue until February 2034. That will give Ms W time to make up the payments that were due under the court order. It said that after that, there is no requirement for Ms W to make payments to the loan. But it will continue to apply interest and the loan will be payable if the property is sold or when Ms W dies. Ms W can make payments towards the loan if she wishes.

I am satisfied that Swift Advances has told Ms W what it intends to do when the term ends. It set that out in a letter in February 2025.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms W to accept or reject my decision before 1 December 2025.

Ken Rose
Ombudsman