

The complaint

This complaint is about advice Mr A sought from Countrywide Principal Services Limited about raising funds to comply with a court order requiring him to buy out his ex-wife's interest in the former matrimonial home. He says that delays and errors in the advice process, including a referral to a linked business I'll call D which specialises in bridging finance, left him heavily out of pocket. He says he feels he may have been discriminated against, albeit he does not say on what grounds.

What happened

The above summary is in my own words. The basic background to this complaint is well known to both parties so I won't repeat all the details here. 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'll start with some general observations. 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 (FCA). We deal with individual disputes between businesses and their customers. In doing that, we don't replicate the work of the courts.

We're impartial, and we don't take either side's instructions on how we investigate a complaint. We conduct our investigations and reach our conclusions without interference from anyone else. But in doing so, we have to work within the rules of the ombudsman service.

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The first point to make is that this decision deals solely with alleged acts and/or omissions Countrywide's part. Whilst D may be a 'sister' company in the same wider business group as Countrywide, it is a separate and discrete business in its own right, with its own entry on the FCA's Financial Services Register. If Mr A is unhappy with any aspect of the service he received from D, or the fee he paid to receive it, then he'd need to complain to D first, and then refer his complaint to us afterwards if still unhappy with the response.

Focussing on Countrywide, in his response of 11 November 2025, to the Investigator's view, Mr A attaches considerable weight to Countrywide's advisor telling him that what he was trying to achieve was 'doable'. The inference is that Mr A relied on that to his detriment. I'm not sure that describing something as 'doable' represents any kind of assurance that it is certain, or even more likely than not, to happen.

For Countrywide to secure the finance Mr A was seeking was not impossible, but was always going to be challenging. There were two main stumbling blocks; a county court judgement recorded against Mr A by a separate creditor and Mr A only having one set of trading accounts. Countrywide was likely to face a better prospect of success once Mr A had

a second set of annual trading accounts; that would be in April 2025. But given the time pressure he was under in the meantime, I don't find that it was inappropriate for Countrywide to suggest Mr A explore the bridging loan option through D.

Mr A chose to do that, chose to pay D's fee, and then chose not to proceed with the bridging loan once the full costs of it was set out. I imply no criticism of Mr A for doing that, and none should be inferred, but much of the time that passed was taken up with seeing the process with D through. It was not down to Countrywide.

I said earlier that Countrywide securing finance for Mr A was likely to face a better prospect of success once he had his second set of annual accounts. Sadly, that proved not to be the case as it turns out, but Countrywide couldn't have known that during the initial contact in January and February 2025.

Overall, and taking into account everything that both parties have said and provided, I don't find that Countrywide misled or misadvised Mr A, or more generally that it acted in anything other than good faith in trying to help him in a difficult situation where his room for manoeuvre was limited.

I know this isn't the outcome Mr A wanted. But for all the reasons I've explained, I can't find that Countrywide's actions were unfair, however unwelcome they might have been. There was a short period at the outset where dialogue was missing between the first advisor and Mr A. Countrywide has apologised for this and offered compensation, and it was right to do so. But in all the circumstances, that brief period had little impact on the wider course of events. In my view, the £200 Countrywide offered is fair.

My final decision

My final decision is that this complaint should be fairly resolved by Countrywide Principal Services Limited paying Mr A £200. 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 A to accept or reject my decision before 9 March 2026.

Jeff Parrington
Ombudsman