

The complaint

Mr B and Mrs C are unhappy with how their mortgage application had been dealt with by London and Country Mortgages Ltd, trading as L&C. Mr B and Mrs C believe that had mistakes not been made, the application would have gone through as they expected, and they would have been able to secure a better interest rate.

What happened

Mr B and Mrs C approached their broker after having an offer accepted on a property they wanted to purchase. They said due to the delays they encountered, they ended up staying with their existing lender. They wanted to borrow £173,000.

The broker completed the application and submitted it to the lender on 1 November 2024. The lender asked for some more information from the broker and due to the time that had passed the application was cancelled twice. A new mortgage application was submitted on 15 January 2025 but the lender declined the application.

Mr B and Mrs C have said that L&C caused unnecessary delays and would like compensation for what has happened.

They brought their complaint to the Financial Ombudsman Service where it was looked at by one of our investigators. Having looked at everything, the investigator felt there was a minor delay so he thought that L&C should pay Mr B and Mrs C £75 to recognise this.

Mr B and Mrs C disagreed with the investigator. In summary they made the following comments:

- L&C's portal did not always work as it should have done. Sometimes it duplicated requests and didn't always work when they were trying to upload documents.
- L&C failed under Consumer Duty as they failed to ensure a faultless application process.
- Mr B and Mrs C do not understand why L&C pursued a second application with the lender when they could have chosen to go with someone else.

As Mr B and Mrs C disagreed, the complaint has been passed to me to decide.

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.

Having considered everything very carefully, I agree with the outcome that has been reached by the investigator, for largely the same reasons.

Mr B and Mrs C have raised the general principles of Consumer Duty. I've taken that into account when deciding this complaint.

The application was made on 1 November 2024 and the case manager contacted Mr B and Mrs C on 5 November. L&C's portal was updated showing what outstanding documents were required. I have seen evidence of the portal and can see that it had been updated with what was required and that it was clear.

I can see that the lender made several requests for information that they required and L&C updated the portal with what was required. The portal message on 18 November 2024 thanked Mr B and Mrs C for providing information and reminded them of what was still outstanding.

Mr B and Mrs C said that they had issues with the portal, but I can see they were able to upload information on it. I understand that they have said that they did have some issues uploading certain documents at times and I can understand why this would have been frustrating for them. But having looked at the portal screenshots that L&C have provided, I think overall the portal appears to have been accessible to Mr B and Mrs C throughout, with information being requested from them, and them being able to upload some of the documents that were required.

So for example. Some further documents were requested on 22 November 2024, received on 23 November and submitted to the lender on 25 November. So I think overall, it worked in a way that it should have. I haven't seen any delays that would mean that L&C had acted unreasonably.

The point that Mr B and Mrs C make about a new application being needed wasn't down to L&C. The lender cancelled the application due to timescales involved, but I don't agree this was down to L&C. I can see that L&C requested information from Mr B and Mrs C as soon as possible after it was requested by the lender and then updated the portal so that Mr B and Mrs C could see what was outstanding. L&C had no option but to start a new application purely because the lender had cancelled it on their end and would not reinstate it.

Mr B and Mrs C question why L&C pursued a second application with the same lender. I don't think they did anything wrong in doing this. The first application had lapsed, and they were asked by the lender to complete a new one. I don't think there is anything wrong with that. Mr B and Mrs C had secured an interest rate at that time, so I don't think it was unreasonable for L&C to see this through. They informed Mr B and Mrs C what they were doing so if they didn't want that to happen at that time, they could have told L&C.

L&C were made aware that Mr B and Mrs C did have some issues accessing the portal and they've said it could be that the format of that document wasn't allowing it to be uploaded. L&C said they did ask Mr B and Mrs C what the issue was so that they could contact their own IT department to try and get it resolved. L&C were notified by Mr B and Mrs C on 10 December 2024 that they were having issues, but it doesn't however appear that anything had been done about this until 17 December 2024. So, I understand why Mr B and Mrs C would have found this annoying and frustrating. I think the amount recommended by the investigator of £75 reflects the inconvenience caused to Mr B and Mrs C.

Mr B and Mrs C have said that L&C haven't adhered to Consumer Duty because they didn't ensure a faultless application. I accept that there were some issues with uploading documents and that L&C could have tried to help resolve this sooner, but Consumer Duty doesn't mean that things won't sometimes go wrong.

Consumer Duty requires that firms have processes in place, and design their products, to support customers and enable them to achieve their objectives. But minor administrative problems happen from time to time. Overall, I think based on what has happened and the minor issues encountered by Mr B and Mrs C in relation to their application, I think £75 reflects the inconvenience caused to them. I don't find that L&C have done anything else wrong that caused delays to Mr B and Mrs C.

My final decision

For the reasons given above, I uphold this complaint and direct London and Country Mortgages Limited trading as L&C to pay Mr B and Mrs C £75 for the inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs C to

accept or reject my decision before 5 May 2026.

Maria Drury
Ombudsman