

complaint

Mr and Mrs D complain that Pringles Financial Services mis-sold their mortgage. Their representative brings the complaint on their behalf.

background

In 2001 Mr and Mrs D consulted Pringles, their brokers, about re-mortgaging their property. They had an existing mortgage with a lender. They wanted to raise further funds in order to redeem their mortgage, consolidate some unsecured loans, pay for some home improvements and raise funds for a deposit in a buy-to-let property. The new mortgage was made up of a residential mortgage for £140,000 and a secured flexible account for £73,000.

Mr and Mrs D make a number of complaints about the mortgage they then took out with another lender and the advice they received from Pringles. These include (but are not limited to) interest-only rather than repayment, repayment vehicle, debt consolidation, affordability, self-certification and alternative lenders. The adjudicator did not think that the complaint should be upheld.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I have taken careful note of Mr and Mrs D's further comments since the adjudicator's letter.

It appears that Pringles has not raised a six- or three-year time bar (under our rules) in respect of this complaint, though the complaint was brought to this service in August 2015, some 14 years after the remortgage started.

For the same reasons as provided by the adjudicator, I am satisfied that Pringles did not mis-sell the new mortgage, whether it was an advised or non-advised sale. It fully recorded the extent of its discussions with Mr and Mrs D over the mortgage and the reasons why it recommended the mortgage which Mr and Mrs D took out. The mortgage satisfied their combined needs to redeem their existing mortgage, raise further funds for home improvements, buy-to-let property and debt consolidation. It was also for the same term as the outstanding term of their previous mortgage. It was not a sub-prime mortgage, as they claim. It was affordable according to the lender's underwriting checks, as it complied with Mr and Mrs D's available income and the loan-to-value of their property.

While I am sympathetic to Mr and Mrs D's financial difficulties, I do not think that Pringles mis-sold this mortgage.

my final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs D to accept or reject my decision before 19 February 2016.

Charles Sweet
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