

The complaint

Mr P complains that London and Country Mortgages Ltd ('L&C') breached his data and delayed his mortgage application.

What happened

Mr P previously used L&C for a mortgage, so in 2018 when he needed to re-mortgage his rental property he contacted them. The process started in October 2018 and Mr P's current buy-to-let mortgage was due to end at the end of January 2019. The new mortgage didn't end up starting until March 2019.

Mr P complains that L&C delayed his new mortgage application. He says it made an error with his solicitor details. Mr P explains he never consented to using L&C's solicitor ('O') and wanted to use his own. And that L&C's solicitor details were used by the mortgage provider rather than his own, delaying the process and breaching his data.

L&C explained that it wasn't until after the mortgage process had started that Mr P chose to appoint his own solicitors. It said that a solicitor has to be appointed at the start, so it had already appointed O when Mr P found his own solicitor. It said it contacted the mortgage provider and updated the details when Mr P made the change. It however offered Mr P £50 as a gesture of goodwill for not checking the mortgage offer before it was emailed out, as this was a missed opportunity to spot the incorrect details.

Our investigator ultimately didn't uphold Mr P's complaint. She was satisfied L&C had actioned Mr P's request and had been proactive throughout the mortgage application, chasing for updates and quickly acting on information requests. And she didn't hold it responsible for the delay between the end of January and March 2019 – when Mr P moved onto a variable rate as his new mortgage hadn't started.

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.

It's accepted by both parties that a third party is required for conveyancing on a mortgage. The issue here is whether Mr P agreed to O being used – via L&C. And whether the involvement of O in this application then caused delays.

I've listened to the call Mr P had with L&C on 15 November 2018. He gives the advisor the name of O and says they've been in contact with him as he understands they're L&C's confirmed partner. He asks if he has to use them or he can use someone else, if he finds someone cheaper. At this time the application process is already going ahead, as a mortgage provider has been selected and Mr P, at the start of this same call, discusses his payslips and other evidence that has been requested of him as part of his application.

The next day Mr P calls and says he will instead be using his own solicitor and L&C agrees to action this request. L&C has confirmed that a conveyancer has to be chosen at the start of

the mortgage application, as per the paperwork Mr P completed. This is how O was appointed – as at that time Mr P didn't have his own conveyancer. And it seems in November 2018, Mr P was aware of this and why O had his details. And I can see that L&C quickly actioned his request to change the solicitor when he made it. It wrote to the mortgage provider on 20 November 2018 requesting they update the details. So I'm satisfied L&C didn't breach Mr P's data; or cause delays or make a mistake in relation to his request to change solicitors.

I accept that O receiving Mr P's information did cause a delay – but Mr P has already received compensation from the mortgage provider for this, as it accepted it was at fault for not updating these details. And a conveyancer was required for the mortgage application process. So I can't say L&C was wrong to appoint their own conveyancer (as per its process) when Mr P, at the start of the application, didn't have his own. It would've caused more delays if they had not started the process until 16 November 2018, when Mr P chose his own solicitor. And it seems he moved solicitor because of the cost, not because he had his own in mind that he'd always intended to use.

I've reviewed L&C's contact records with Mr P and the mortgage provider throughout the application. I can see consistent action on his case and that when further information was required or supplied, L&C then promptly got in contact with the relevant party. I can also see it contacted Mr P about the mortgage offer when it was generated and he confirmed on 31 January 2019 that he'd received it '*a few weeks ago*'. So Mr P did receive the offer before his fixed rate ended. From the notes I have available there was an issue with the title of the property that led to the delay between the offer being received and the new mortgage going live in March 2019 – so something unrelated to the actions of L&C. On that basis, I can't agree it caused this delay or any extra cost this may have led to for Mr P.

My final decision

For the reasons set out above, I don't uphold Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 15 August 2021.

Amy Osborne
Ombudsman