

The complaint

This complaint is about the way Topaz Finance Limited trading as Rosinca Mortgages (and referred to here as Rosinca) has administered a buy-to-let (BTL) mortgage account in the names of Mr A and Mr K.

To settle the complaint, Mr K, who has dealt with the complaint throughout, wants Rosinca to pay compensation of £500.

What happened

On 28 May 2024 I issued a jurisdiction decision in which I explained which parts of the complaint I can consider. I am only looking at events that occurred after 28 October 2022.

I do not need to set out the full background to the complaint. This is because the history of the matter is set out in the correspondence between the parties and our service, so there is no need for me to repeat the details here. In addition, our decisions are published, so it's important I don't include any information that might lead to Mr K being identified. So for these reasons, I will instead concentrate on giving a brief summary of the complaint, followed by the reasons for my decision. If I don't mention something, it won't be because I've ignored it; rather, it'll be because I didn't think it was material to the outcome of the complaint.

Mr K is unhappy about the following matters:

- recent call waiting times, and that he is unhappy that Customer Relations doesn't have a dedicated telephone line;
- the way Rosinca has dealt with previous complaints;
- dissatisfaction with the way an agent dealt with him on 1 November 2022 when he called to make a complaint;
- being told, incorrectly, that compliance with a Source of Funds (SOF) request was a requirement of the Financial Conduct Authority (FCA);
- dissatisfaction with having to request a redemption statement rather than Rosinca automatically providing one at the expiration of the mortgage term;
- the delay in receiving a breakdown of a refund of £258.57 after redemption;
- he doesn't think letters are sent on the day they're printed, due to the delay in him receiving them.

In response to the complaint Rosinca offered £150 compensation for poor customer service. Mr K wasn't happy with this and he and Mr A brought the complaint to our service. Mr K said that he thought £500 was more appropriate, to compensate him for the distress he'd suffered, and for his time having been wasted.

An Investigator looked at what had happened, but though the £150 was fair and reasonable. Mr K disagreed and asked for an Ombudsman to review the complaint. In summary, Mr K believes that the Financial Ombudsman Service should order Rosinca to pay a top-up for the distress and delay caused to him in bringing his complaint. Mr K has also raised a number of questions which he would like answered.

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 will explain first that the Financial Ombudsman Service is independent of both consumers and the businesses they are complaining about. This means that we don't act for consumers, nor do we take instructions either from consumers or businesses, or allow either party to direct the course of our investigations; were we to do so, it would compromise our independence and impartiality.

It's up to us to determine what evidence we need in order to investigate a complaint. So although I've noted the questions which Mr K would like answered, it's not my role to answer those questions; my role is to review the Investigator's findings and issue my decision on this complaint.

Turning now to the issues Mr K has complained about, my findings are as follows.

I've noted Mr K's dissatisfaction about call waiting times, and that Customer Relations doesn't have a dedicated telephone line. Having no regulatory powers, I can't tell Rosinca how to run its business, including how to set up its telephone system or how many staff it should employ to operate its telephone lines. During busy times, customers may have to wait to speak to an agent. This is an unfortunate fact of modern life, but I see Rosinca has provided an apology for any inconvenience caused to Mr K when his calls weren't answered within the time he expected.

Mr K is unhappy about the way his previous complaints were dealt with by Rosinca. Those complaints were ruled out of time in my jurisdiction decision. Under our rules I can only consider complaints about regulated activities or activities that are ancillary to regulated activities. Complaint-handling is not a regulated activity, nor is it the provision of a financial service. So a complaint about the way Rosinca dealt with Mr K's previous complaints isn't something I can consider.

Mr K also said that when he first made his complaint in November 2022, he didn't think the agent had taken down the details properly. Rosinca has agreed it could have done better, and has provided feedback to the agent Mr K spoke to.

I'm satisfied that, as a business regulated by the FCA, Rosinca is required to comply with Money Laundering Regulations (MLRs). The MLRs provide that the FCA is responsible for supervising the anti-money laundering controls of *businesses* that offer certain services, amongst other things, lending. The MLRs don't specify that the *lending* must be regulated. Indeed, if the MLRs didn't apply to unregulated lending, then this would defeat the purpose of them, as criminals or terrorists could simply launder funds via unregulated lending, such as BTL mortgages.

Therefore, whilst Rosinca apologised to Mr K for telling him that completing a SOF request was a requirement of the FCA, I'm not persuaded that Rosinca has, in fact, done anything wrong here.

When the mortgage term ended, Mr K was expecting Rosinca to automatically send out a redemption statement. However, this isn't Rosinca's policy or business process, and it isn't standard practice across the industry. Lenders will usually alert borrowers to the impending end of the mortgage term, but it's up to the borrowers to request a redemption statement. I'm therefore satisfied Rosinca did nothing wrong here.

Rosinca has apologised for the delay in providing Mr K with a breakdown in relation to a refund on the mortgage account. It has now sent the breakdown and apologised. I therefore don't require Rosinca to do anything further in relation to this issue.

It appears Mr K has experienced delay in receiving letters sent to him by Rosinca. I note that Rosinca has confirmed that it doesn't send out all its letters by first-class post, which is a commercial decision it is entitled to make. If Mr K isn't receiving his post in a timely manner, that is something that he might need to take up with Royal Mail.

Rosinca has accepted that its customer service could have been better, particularly in relation to the call in November 2022, call waiting times and delay in providing the breakdown of the account refund. Rosinca has apologised, and offered compensation of £150 for distress and inconvenience. I've noted Mr K's request for a payment of £500. But overall, I think £150 is fair and reasonable in all the circumstances, and proportionate to the errors made and inconvenience caused.

My final decision

My decision is that Topaz Finance Limited trading as Rosinca Mortgages must pay Mr A and Mr K compensation of £150 for distress and inconvenience. I make no other order or award.

This final decision concludes the Financial Ombudsman Service's review of this complaint. This means that we are unable to consider the complaint any further, nor enter into any discussion about it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Mr K to accept or reject my decision before 29 July 2024.

Jan O'Leary
Ombudsman