

The complaint

E (a limited company represented by its sole director – Mr S) complains that Charter Court Financial Services Limited trading as Precise Mortgages (“Precise”) gave it incorrect information when he asked it for a certificate of interest.

For simplicity I’ll say “Mr S” when referring to E as it was Mr S who made the request to Precise about the certificate of interest.

What happened

Mr S has a repayment mortgage with Precise. He currently owes approximately £90,000 under the mortgage and the term outstanding is approximately 32 years.

Mr S called Precise on 30 October 2024 to obtain a certificate of interest. He required a certificate of interest that covered 31 August 2023 to 31 August 2024. He was initially told by the Precise representative it could only provide a certificate covering the ordinary tax year – April 2023 to April 2024. Mr S explained to Precise that, as his is a limited company, his financial year was set by the date his company was incorporated. During the call, the Precise representative spoke to a colleague while Mr S was on hold. She returned to say Precise will provide a certificate of interest between seven to ten working days for the dates Mr S requested. Precise sent Mr S the requested interest certificate on 4 September 2024.

Mr S called Precise on 2 September 2024 to complain that he’d initially been mis-informed. He said it was stressful trying to explain what he needed when the Precise representative should have known the correct information because Precise deals with lots of limited companies. Mr S confirmed that his complaint isn’t about not getting what he required – just the way the call was handled and that he was given incorrect information.

In its final response letter dated 28 October 2024, Precise partially upheld Mr S’ complaint and apologised that its representative initially gave him incorrect information. But, it said, aside from that, its representative handled the call well and the call ended with Mr S receiving correct information.

Dissatisfied with Precise’s response, Mr S asked us to consider his complaint. Our investigator didn’t uphold the complaint as Mr S was sent the information he requested and Precise apologised for initially giving him incorrect information.

Mr S didn’t agree. He explained that it is necessary for him to obtain certificates of interest for the full year of his company accounts. And, if Precise had provided him with a certificate of interest that ran from April to April, that would have been inadequate to complete his accounts and he would have faced a penalty from HMRC – potentially resulting in the company being wound up and struck off. Mr S said he had to push Precise’s representative really hard to get the information he wanted and, as a result of the incorrect information given, he was on the call for an extreme length of time, causing him a huge amount of inconvenience. He says the call left him feeling drained and exhausted, and had a negative effect on his health while he recovered from a substantial health concern.

As Mr S didn't agree, his complaint has been passed to me for a decision.

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.

To decide Mr S' complaint, I've thought about whether an apology from Precise was adequate given the error that it made, and the detriment caused to Mr S by that error.

As mentioned above, Mr S has described the inconvenience caused to him during the phone call and the potential harm the incorrect information could have caused him. He says he had to push Precise's representative "*really hard*" to get what he required, and he was on the call for an "*extreme*" length of time. I've listened to a recording of the call to see if I agree with his recollection of it. I am sorry to hear of Mr S' recent health concerns. I'll not go into detail about that here, but it is something I've born in mind.

On reviewing the call recording, I note that the call lasted 13 minutes and 36 seconds in total. Mr S began to explain what he wanted at one minute 39 seconds. Precise's representative gave the incorrect information at two minutes 45 seconds. Following an explanation from Mr S about why the information given was incorrect, Precise's representative offered to check with a colleague at three minutes 55 seconds. Mr S gave further explanation until six minutes 50 seconds, at which time Precise's representative put Mr S on hold to discuss the matter with a colleague. She came back to Mr S at ten minutes 40 and explained to him that Precise could satisfy his request and gave the time scales for doing so. The remainder of the call was spent with Mr S requesting the same for another mortgage loan and the Precise representative arranging that.

In summary, Mr S was required to explain his need for one minute and ten seconds before Precise's representative offered to check with a colleague. Mr S was on hold for three minutes and 50 seconds. So, Precise caused the call to last five minutes more than it would have done if its representative knew, in the first instance, that it could provide the certificate for the dates Mr S wanted.

I'm required to consider complaints impartially and that includes thinking about the circumstances from the perspective of both parties. So, I have been mindful of Mr S' recent health issue. And I've been mindful regarding a similar incident Mr S says he experienced the previous year – he suggests that he wasn't sent the correct information on that occasion, made a complaint, and gave feedback. I therefore understand his frustration about potentially experiencing the same thing again.

However, Precise's representative's error was rectified during the call and Mr S received the information he wanted within reasonable time on this occasion. I don't agree that a call lasting approximately 13 minutes was extremely long. As I've said, Precise only caused it to be an additional five minutes. And, of that time, most was spent conferring with a colleague to get Mr S the correct answer. I don't think that was unreasonable.

Mr S says he tried really hard to get the information he wanted. But I heard that Precise's representative agreed to confer with a colleague after one minute and 10 seconds of Mr S' explanation. He went on to explain further after that point for several minutes, but I don't think he needed to. So, while Precise's representative did make an error, I don't agree that she put Mr S to substantial effort to persuade her to reconsider with the help of a colleague.

I note that Mr S has mentioned the possible implications of him not receiving the required information in time. But I think Precise sent him the information he requested in reasonable

time. So, he's suffered no loss in that regard and our service can only award compensation for actual loss suffered by a complainant – not loss for a hypothetical situation that hasn't arisen.

Overall, I think Precise caused Mr S five minutes of inconvenience and I think an apology was the appropriate response to his complaint. So, I don't uphold his complaint.

My final decision

My final decision is I don't uphold E's complaint about Charter Court Financial Services Limited trading as Precise Mortgages.

Under the rules of the Financial Ombudsman Service, I'm required to ask E to accept or reject my decision before 28 March 2025.

Gavin Cook
Ombudsman