

The complaint

Mr and Mrs E complain that London and Country Mortgages Ltd (“L and C”) misinformed them about an expiry date to a mortgage offer, causing them to miss out on a favourable interest rate.

What happened

In January 2024 Mr and Mrs E sought mortgage advice in relation to a home move, from L and C – a mortgage broker. Mr and Mrs E agreed to take a mortgage, fixed at a rate of 4.12% with a lender I’ll refer to as “Lender A”. L and C arranged for the application to be submitted and a mortgage offer was issued with an expiry date of 25 July 2024.

On 24 July 2024, L and C contacted Mr and Mrs E who agreed to extend their mortgage offer by 14 days. Lender A issued a new mortgage offer viewable on its portal with an expiry date of 8 August 2024. But the mortgage offer document also showed an expiry date of 29 January 2025. On 15 August 2025, Mr and Mrs E contacted L and C who confirmed the expiry date of 29 January 2025, having checked on Lender A’s portal.

The solicitor set a completion date of 27 August 2024 but were concerned that the mortgage offer had expired. Its concerns transpired to be correct, and L & C arranged for a new mortgage offer to be produced by Lender A based on the rates available at the time – opting for a rate fixed at 4.45%. The sale and purchase completed on 27 August 2024 and Mr and Mrs E proceeded with a mortgage fixed at 4.45%, rather than the one they wanted that was fixed at 4.12%.

In September 2024, Mr and Mrs E complained to L and C. Their complaint covered three points:

- They were given incorrect information about the mortgage offer expiry date by L and C, leading to the loss of their fixed interest rate and distress about the potential loss of their property sale.
- L and C recommended a solicitor who caused considerable delays and financial loss.
- They contacted L and C on 27 June 2024 about their concerns with the solicitor but there was a lack of urgency to get matters resolved.

In its final response letter dated 11 October 2024, L and C said it raised Mr and Mrs E’s concerns with the solicitor following contact from them on 27 June 2024 and then chased for a completion date on 16 and 23 July 2024. It said it explained to Mr and Mrs E that the extension to the offer would only be for 14 days when it contacted them on 24 July 2024. But it acknowledged that it later agreed that Lender A’s offer said its expiry date was 29 January 2025. L and C said it acted immediately having been informed that the completion date had been set for 27 August 2024, but Lender A insisted that the 4.12% fixed rate product had expired.

L and C also said that a new fixed rate product was always going to be needed as Mr and Mrs E were unable to complete by the correct extended mortgage offer deadline. So, it didn’t agree to pay them the difference in mortgage interest costs. It apologised that it had

said the extended offer expired in January 2025 and offered to pay Mr and Mrs E £200 for the distress and inconvenience that caused. But it said it wasn't responsible for any delays or the actions of the solicitor. Mr and Mrs E explained to L and C that the offer of compensation was insufficient, but L and C wasn't prepared to increase its offer.

Dissatisfied with L and C's response, Mr and Mrs E asked us to consider their complaint. Our investigator said he didn't think L and C's confirmation of an incorrect expiry date caused Mr and Mrs E to lose out on their preferred fixed rate product. He explained that L and C misinformed them of the expiry date after it had already expired, so it didn't change what rate Mr and Mrs E could have received. And he said he hadn't seen that Mr and Mrs E's sale and purchase could have completed any sooner than it did, meaning they would have lost the fixed rate they wanted in any event. Our investigator also said we can't consider the actions of a solicitor, and L and C did chase the solicitor in an attempt to move matters forward.

Mr and Mrs E didn't accept our investigator's opinion. They said they expected L and C to take a more active involvement to help resolve the situation with the solicitor and it did not advise them to escalate the issue or consider switching solicitors. They explained that their personal circumstances at the time led to them relying on the advice of L and C. So, they believed that the offer was valid until 29 January 2025. And they said, had they known the correct expiry date of the offer, they would have acted with more urgency. Mr and Mrs E said they think the completion date could have been moved forward.

As Mr and Mrs E didn't accept our investigator's opinion, their 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.

Both parties to this complaint agree that L and C gave, or at least confirmed, incorrect information to Mr and Mrs E about the expiry date of the mortgage offer they wanted to proceed on. So, to decide Mr and Mrs E's complaint, I've thought about what impact that misinformation had on them. I've also considered whether L and C did enough to ensure the process progressed at an acceptable pace, and whether L and C can be held responsible for the alleged failings of the solicitor.

The alleged failings of the solicitor

I've chosen to address this matter first because my answer here will give context to my answers in relation to the remaining issues.

I understand Mr and Mrs E's belief that, in recommending the solicitor in this transaction, L and C takes at least some responsibility for the solicitor's actions (be they errors or a failure to act in a timely manner). However, in the same way L and C wouldn't be responsible for the actions of a lender it recommends, like the lender, the solicitor here is responsible for its own actions. I think it wouldn't necessarily be reasonable for L and C to recommend a solicitor that doesn't practise mortgage conveyancing, but I haven't seen that was the case here. And no such suggestion has been made by Mr and Mrs E.

So, any complaint about the actions of the solicitor would need to be addressed by the solicitor in the first instance. This Service does not have the power to consider complaints about solicitors. Such complaints can be escalated to The Legal Ombudsman.

L and C's lack of urgency to get matters resolved

L and C's primary function in its relationship with Mr and Mrs E was to recommend and arrange a suitable mortgage for their stated needs. I think it was reasonable for Mr and Mrs E to expect L and C to chase both the solicitor and the lender where necessary to help progress matters. But once the mortgage had been arranged – and it had been for some time before Mr and Mrs E became concerned about progress – L and C could have had very little influence over the pace of progression.

I've seen that L and C did chase the solicitor – apparently three times in June/July 2024. And I've seen that, when matters arose regarding the mortgage L and C acted without apparent or alleged delay. So, I don't think L and C caused any delay with regard to the pace of the property sale and purchase completion and I don't think it could have made that progress more quickly.

I'd also point out that Mr and Mrs E had a direct relationship with the solicitor, so there was no need for them to communicate with it via L and C, albeit that I acknowledge their personal circumstances at that time may have led them to rely more on L and C.

The impact of the misinformation given by L and C

As I've said above, both parties agree that L and C made an error when it confirmed Mr and Mrs E's understanding that the mortgage offer expired on 29 January 2025. L and C acknowledged that it gave that information and says it was based on the covering page of a mortgage offer on Lender A's portal. It says the special conditions – later in the offer document – say what the actual date of expiry was. And while it acknowledges it missed that when advising Mr and Mrs E, it says that information was available to both them and the solicitor. Mr and Mrs E say L and C told them at the time that it contacted Lender A directly to gain confirmation of the date of expiry.

While there remains disagreement between the parties about how the misinformation was obtained, I don't think that issue is relevant to the interest rate product Mr and Mrs E were able to secure or the outcome of their complaint.

As our investigator explained, all the available evidence suggests that L and C gave the misinformation in question after the mortgage offer had expired. That means the misinformation itself had no impact in relation to Mr and Mrs E being able to secure the interest rate product they preferred. I say that because, had L and C given Mr and Mrs E the correct information on 15 August 2024, their mortgage offer would have already expired – on 8 August 2024. So, the expired interest rate product would not have been available to them irrespective of whether L and C gave them the correct information on 15 August 2024.

In any event, I haven't seen evidence to persuade me that the eventual completion date of 27 August 2024 could have been brought forward. L and C's submissions, though not definitive, suggest that a previously proposed completion date of 12 August 2024 could not be achieved because it couldn't be agreed by all parties in the chain. While I've seen no other evidence to support that, I note that even the previously proposed date was after the actual expiry date of the mortgage offer – 8 August 2025.

It's clear that the conflicting dates on the mortgage offer dated 29 July 2024 caused significant confusion here. The lender was responsible for the production of the offer, but I think it's reasonable to expect L and C to check any new offer. It failed to do that in this instance and misadvised Mr and Mrs E about the mortgage offer's expiry date. However, as I've explained above, I don't think that caused them not to get the interest rate product they

wanted, and I don't think that was realistically achievable given the eventual completion date.

I know Mr and Mrs E were going through challenging personal circumstances at that time and I accept that the mortgage process overall would have added to their distress. But I think L and C's offer of £200 to compensate them for that is reasonable given the impact of its involvement. I say that because, as I've explained, much of what went on was outside of L and C's sphere of influence and its error didn't actually have an impact on the outcome – be that the date of completion or the fixed rate deal they obtained.

My final decision

My final decision is I don't uphold Mr and Mrs E's complaint about London and Country Mortgages Ltd. But it should pay Mr and Mrs E the £200 it offered if it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs E to accept or reject my decision before 20 June 2025.

Gavin Cook
Ombudsman