

## **The complaint**

Mrs C and Mr G complain that Yorkshire Building Society trading as Chelsea Building Society did not send mortgage offers either to them or their solicitor.

## **What happened**

Mrs C and Mr G applied for a mortgage with Chelsea.

On 17 December 2023, Chelsea said it sent the mortgage offer to both Mrs C and Mr G and their solicitor.

On 11 January 2024, Mrs C and Mr G changed the product on one part of the mortgage. On 17 January 2024, Chelsea said it sent the mortgage offer to both Mrs C and Mr G and their solicitor.

On 22 January 2024, Chelsea said it emailed a copy of the mortgage offer to Mrs C and Mr G. And on 23 January 2024 it said it sent the offer by email to their solicitors. The solicitors said they never received it – it was re-sent on 30 January 2024 by email and on 31 January 2024 by post. On 9 February 2025, the mortgage completed.

Mrs C and Mr G complain that neither they nor their solicitor received either the original or revised offers by post. They said they had to chase Chelsea up on more than one occasion. They believe Chelsea is “not a responsible company”. They said they suffered stress and upset because they were under pressure to complete their purchase.

The investigator did not think the complaint should be upheld.

Mrs C and Mr G did not accept what the investigator said. They responded to make a number of points, including:

- There was a pattern of events that we should not overlook.
- It was Chelsea’s responsibility to choose a mail provider and it ought to have used recorded delivery. Ultimately it was its fault the mortgage offers did not arrive and it could take it up with Royal Mail,
- Chelsea should be held accountable for multiple cases of documents not arriving. They paid Chelsea a considerable amount of money in interest and they expect a level of service. They’d been caused “extreme distress” by Chelsea and they should not have to chase them up repeatedly.
- It was not clear what evidence Chelsea had provided to show it actually sent the documents. We should check there is an adequate audit trail to support what happened.
- It is unlikely that within a space of a month Royal Mail lost four sets of documents.

## **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 was sorry to hear about how upset Mrs C and Mr G were about this matter. And I understand how much it means to them. The difficulty I have is that even if I were to uphold this complaint they have not suffered any financial loss. They received the mortgage offer in good time to complete on their mortgage in time. And the inconvenience was limited/

Even if I were to uphold this complaint I might not award any compensation. I say that as I'm afraid there is a degree of distress and inconvenience in carrying out day to day activities. What Mrs C and Mr G have described here does not appear to go beyond that to the extent that I would fairly and reasonably award them compensation.

In any event, I do not think that the evidence I have supports that Chelsea has made an error. Where there is a dispute about what happened, I have based my decision on the balance of probabilities – in other words, on what I consider is most likely to have happened in the light of the evidence.

Chelsea has produced copies of mortgage offers it produced for both Mrs C and Mr G and the solicitors dated 17 December 2024 and 17 January 2024. I consider it more likely than not that Chelsea produced the offers on those dates. It would be a serious step for a lender to falsify evidence – and there is nothing to support that it has in this case. And there is no real reason for it to try and cover up if it did, in fact, make a mistake.

I understand Mrs C and Mr G's point that just because a document is produced does not mean that it was sent. But having produced the documents it seems more likely than not that they were sent. I don't consider whether they were received or not is conclusive evidence that the offers were not sent.

It was reasonable for Chelsea to send the offers by Royal Mail. Almost all post reaches its intended destination. It is unfortunate that none of the offers did in this case. But the evidence Chelsea has provided shows that each of the offers was correctly addressed. On balance, I can't see there has been any error or mistake by Chelsea. That is not to say conclusively what happened one way or the other. Rather, the evidence we do have is tipped in favour of Chelsea.

Chelsea has at a late stage provided further evidence. It is from its system showing that each of the offers was produced and there was no error code. I have already found it was less likely that it made an error. And I think this evidence strengthens that view.

There is no reason for Chelsea or Mrs C and Mr G to take this matter up with Royal Mail. There is no financial loss arising from the failed deliveries – so it is not clear what, if anything, Royal Mail would do.

**My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr G to accept or reject my decision before 11 November 2025.

Ken Rose  
**Ombudsman**