

The complaint

Mr and Mrs M complain that The Mortgage Branch – an appointed representative of Openwork Limited trading as The Openwork Partnership recommended a mortgage that was not suitable for them.

What happened

In 2021 Mr and Mrs M approached a mortgage broker, The Mortgage Branch for mortgage advice. It gave them that advice in January 2022. I will refer to the broker's principal Openwork throughout this decision as it is the respondent.

Mr and Mrs M said they told Openwork that being able to port or transfer the mortgage to another property was a key requirement for them. Openwork recommended an interest only mortgage with a fixed interest rate of 1.79% until 30 June 2027, which included the right to transfer the mortgage to another property. But it also included a requirement that the value of the property should not be less than £300,000 higher than the amount borrowed – what is referred to as the minimum equity requirement.

Mr and Mrs M said that when they applied to port their mortgage to a new property, that was owned by a family member, they could not comply with the minimum equity requirement. Therefore they had to repay the mortgage and incurred an early repayment charge (ERC) of over £18,000.

Mr and Mrs M complain that Openwork did not properly disclose information about the minimum equity requirement and how that could potentially affect the portability of the mortgage. They said if that had been set out they would not have taken this mortgage and would have avoided the ERC and retained the favourable interest rate.

I issued a provisional decision. Subject to any further submissions, I proposed to uphold the complaint in part. My provisional findings, which form part of this decision, were:

I should explain that we are an informal alternative to the courts. It is for me to decide what is fair and reasonable in all of the circumstances. Just because one side has not made a particular argument or does not consider a point to be relevant does not prevent me making that argument or looking into a specific point.

Openwork was giving Mr and Mrs M mortgage advice. It was required to take reasonable steps to make sure the mortgage it recommended was suitable for them. That meant it should obtain all information from Mr and Mrs M likely to be relevant for the purposes of giving mortgage advice. It should then have recommended a mortgage that was appropriate for Mr and Mrs M's stated needs and circumstances.

Openwork has given us a copy of the fact find that was carried out when it spoke to Mr and Mrs M. It said the purpose of the mortgage was to raise additional capital for home improvements and to seek a more competitive interest rate. Openwork then sent Mr and Mrs M a summary of its advice and recommendation. It said their objectives were to review their existing mortgage and to raise capital.

Neither of those documents reflected that Mr and Mrs M expressed a need for the mortgage to be portable or that there was any discussion about that. Openwork's position on whether porting was discussed is not clear. Openwork's position is that "At no point in the advice process was [it] made aware that they would intend to move a significant distance... " and "[the adviser] confirmed that the clients did not inform him that they intended to move so quickly after completing on the mortgage (literally 8/9 months after completing on the initial mortgage) and in fact had no plans to move, hence...advising them on a 5 year fixed rate. Had [it] known that the clients did intend to move so quickly after completing then a different mortgage would have been advised to support this potential scenario"

It has not provided any evidence from the time that supports that it was explained about the mortgage being portable or records that Mr and Mrs M had no plans to move.

Mr and Mrs M's position has been clear and consistent throughout that the need for the mortgage to be portable was something they told the broker. Mr and Mrs M have given us notes they said Mr M made when speaking to Openwork. They show that the mortgage being portable was discussed. Based on the evidence we have I am satisfied that it is more likely than not that Mr and Mrs M did ask about the portability of the mortgage.

In the circumstances, I accept that it is more likely than not that being able to transfer the mortgage was one of their needs and that they asked whether the mortgage was portable. I am less persuaded, however, that at the time of advice Mr and Mrs M had any concrete or firm plans to move home.

I say that as all of the sales paperwork reflects that Mr and Mrs M were raising money to carry out work on their property. Mr and Mrs M have told us that it was their intention to extend the property to create space for Mr M to carry out his work. It is not clear why they would take that step or proceed with the mortgage if they had firm plans to move home at that time.

While I accept that there may have been some potential obstacles for Mr and Mrs M in carrying out their objectives, I think it is less likely they told Openwork they had made a firm decision not to carry out those plans. If they had done so it is not clear why they proceeded with borrowing the additional amount. There is no clear evidence to show they told the broker about that or that their intentions had changed. And the advice was based on their intention to raise funds for that reason. If they had told Openwork that they were not going to carry out the intended work then it could not have recommended they borrow as much they did.

On the face of it, the mortgage did meet Mr and Mrs M's need for it to be portable – it was portable to another property. I agree that ultimately, it is for the lender to decide whether to agree to port the mortgage. On the other hand, a mortgage broker is required to give clear, fair and not misleading information about the mortgage it is recommending so that the person receiving advice can make an informed choice about what to do. And the evidence provided by Openwork does not show that there was any real discussion about the portability of the mortgage.

The minimum equity requirement was not set out in the mortgage offer or the lender's booklet "moving your mortgage to a new property". But I understand it is explained on an intermediary website – it is also included in a booklet published by the lender in 2021 called "Our Interest-only mortgages what you need to know". It is not clear why Openwork have provided a copy of the "moving your mortgage to a new property" booklet but not the "Our Interest-Only mortgages what you need to know" booklet. Presumably both booklets were available to the broker – indeed a quick internet search brings up that information. MCOB requires a broker giving advice to consider "whether the customer's requirements appear to

be within the known eligibility criteria for the..." mortgage.

Of course, as I have found, I do not consider that Mr and Mrs M had any firm plans to move at the time of advice. But they had expressed a need for the mortgage to be portable and the minimum equity requirement was part of the lender's eligibility criteria for porting that I consider Openwork ought reasonably to have known. This was an important feature of the mortgage – and it is directly relevant to Mr and Mrs M's ability to port the mortgage. While Openwork was not required to explain all of the lender's eligibility criteria, I do not see how a broker giving mortgage advice could recommend this mortgage without understanding there was such a significant requirement and explaining it to them. Openwork has not shown that it has done so

Openwork's position is that it is for the lender to decide whether to port or not and it is not required to outline all of the lender's policies that may change. That is correct. But the minimum equity requirement was in place from the outset, was likely to be relevant if porting and Openwork ought to have known about it. Therefore it should have told Mr and Mrs M about it.

I don't consider that Openwork treated Mr and Mrs M fairly or reasonably by not setting out the minimum equity requirement. I must therefore consider what is likely to have happened had they been given that information.

Mr and Mrs M said if they'd been given the correct information they would have chosen a repayment mortgage that did not have the minimum equity requirement. The difficulty I have is that the evidence shows that Openwork understood that Mr and Mrs M had plans in place to repay the mortgage at the end of term and they had a preference for the flexibility offered by interest only. The fact find reflects they did not require Openwork to review the repayment method. And if I accept that Openwork gave them details of a repayment mortgage, they chose to proceed with the interest only option. I think it would be difficult for me to say that Openwork should have recommended a repayment mortgage in those circumstances.

Further, the monthly payments on a repayment basis on a fixed rate of 1.79% would be around £1,741.58 against interest only payments of £545.35. That is a significant difference. It is not clear if that was affordable or acceptable to them, bearing in mind they accept they chose interest only having been presented with both options. And they have made savings by only making interest payments and not towards the capital.

In the circumstances, I do not consider it was necessarily unreasonable for Openwork to recommend an interest only mortgage. There is nothing that Mr and Mrs M have said or provided that would lead me to conclude that a repayment mortgage was more suitable than interest only. Of course, there was nothing to prevent Openwork recommending an interest only mortgage with another lender who did not have the minimum equity requirement.

The real difficulty I have is that it is likely that Mr and Mrs M would have struggled to port the full balance of the mortgage in any scenario – even if they had a repayment mortgage. The recommended mortgage had a loan-to-value of 43%. If they transferred the full balance of the mortgage to the other property, that had a value of £435,000 the loan to value would have been 84%. That is a significant change in loan-to-value and a material change in risk to the lender. In my experience many lenders would have declined such an application to port the mortgage or required a reduction in borrowing.

Therefore, if Openwork believed that Mr and Mrs M were likely to port their mortgage in the short term – and I think that is unlikely – it could not have recommended a fixed rate or any interest rate with an ERC. It is unlikely to be good advice to tie a borrower into a fixed rate when they were moving in the short term. While the mortgage might be portable there is a

significant risk that to the borrower that the lender would decline the application and apply an ERC. And it is clear that Mr and Mrs M would not have found the risk they could incur an ERC acceptable.

That would leave a recommendation for a variable or tracker rate product that did not have an ERC. This also presents a number of difficulties.

First, from the information available to me the lender Openwork recommended it only offered variable rates to borrowers who had a repayment mortgages – and I've already found that was unlikely to be suitable for Mr and Mrs M.

Second, because Mr and Mrs M took a five-year fixed rate the lender was not required to carry out a stress test. This is relevant because if they took a variable rate a lender would have had to undertake a stress test assessing affordability against increased interest rates. It is not clear if Mr and Mrs M would have qualified for such a mortgage, bearing in mind the lender reduced the amount it was prepared to lend when it considered their porting applications.

Third, the evidence records that Mr and Mrs M preferred the certainty of a fixed rate over a variable rate. At the time of the advice it was widely expected that interest rates would rise in the short term.

Fourth, even if we use the tracker rate offered by the lender Mr and Mrs M went with, their payments would have increased significantly. It appears that they would have paid around £9,000 more in mortgage payments over the 16 months or so they had the mortgage – and even more than that if the mortgage was on a repayment basis.

Therefore, even if Openwork had explored and considered all of the options available to Mr and Mrs M, I don't think the mortgage it recommended was unsuitable or less suitable than any other of the options it could have considered. There were potential drawbacks and risks with all of the options that were available at that time.

I accept that Openwork should have done more to explain the minimum equity requirement. But in view of the alternatives, I am not persuaded that would have led Mr and Mrs M to reject the recommendation of the mortgage. I say that as I've found it less likely that they had firm plans to move to the property they did at the time in question. And the evidence we have from the lender shows that they believed the property was worth £500,000 and they would be able to reduce their borrowing to accommodate the minimum equity requirement. It was only later they found out that the value was less than that – but they would not have known that at the time they received advice.

I know Mr and Mrs M feel very strongly about this matter. I understand why. As I have explained while there might have been other options that were available to them, they did not necessarily align with what Openwork knew about all of their needs and circumstances. So it was not necessarily unreasonable for it to recommend the mortgage it did. And I do not consider the existence of the minimum equity requirement alone made the mortgage unsuitable bearing in mind what Openwork knew about Mr and Mrs M's needs and circumstances.

Further, I haven't seen any evidence to show that there was a cheaper or risk-free option that I could say Mr and Mrs M would have qualified for that could have allowed them to carry out their plans – and bearing in mind that it is less likely that those plans were concrete or bound to happen at the time they received advice and taking into account what they are likely to have known at the time in question – I am not persuaded that Mr and Mrs M would have done anything differently had they been told about the minimum equity requirement.

I don't think the advice they were given was unfair overall. In saying that, I do consider that Openwork should have told Mr and Mrs M about the minimum equity requirement. Its failure to do so has clearly added to, but was not the sole or main source of, any distress and inconvenience caused by this matter. In all the circumstances, I consider it would be fair for Openwork to pay Mr and Mrs M £250 to reflect that.

Openwork responded to say it had nothing to add. Mr and Mrs M did not accept my provisional findings. They responded to make a number of points, including:

- They were undecided about whether to take a repayment or interest only mortgage. And the most important factor for them was that a repayment mortgage would not have had the minimum equity requirement. Had they been told about the minimum equity requirement they would have chosen a repayment mortgage. Although the payments would have been higher they would have accepted that because it made the mortgage truly portable – and that was a key stated need.
- It was incorrect to say they would have struggled to port the mortgage in any scenario. They understood and accepted the 50% LTV threshold. It was the minimum equity requirement that prevented them porting. They believed the property was worth £500,000 and £250,000 would have been enough for them to carry out their plans. The later low valuation was a separate matter and came about later. Even if the LTV had been a challenge, it does not excuse Openwork's failure to disclose the minimum equity requirement.
- The lender would not apply an ERC if only part of the mortgage was ported.
- They did not agree they had not made affirm decision not to carry out their planned home improvements. They said "*we were absolutely clear we might well not undertake the originally planned extension works...while it was not certain we would move, it was actually more likely than not...*" Despite their uncertainty they chose to proceed because there was a chance they would still go ahead with the home improvements if the difficulties they'd been experiencing could be overcome – and they wanted to lock in the exceptionally low interest rate for five years. It was wrong for me to say that portability only had value if they had plans to move. It was the flexibility of that feature that applied to them
- If the minimum equity requirement had been disclosed they would not have taken this mortgage. They would have either taken a repayment mortgage, an interest only mortgage with another lender that did not have that requirement, remained on their existing variable rate mortgage or not proceeded with the additional borrowing. They were denied the opportunity to make an informed choice about what to do.
- There was a direct causal link between Openwork's failure to properly inform them and the loss they'd suffered in paying the ERC. Openwork should therefore compensate them for their loss.
- The burden of proof should be on Openwork to prove that disclosure of the minimum equity requirement would have made no difference to their decision.
- I had acknowledged that there were alternatives available to them. The fact those alternatives had their own considerations or costs is irrelevant. They should have been told about the minimum equity requirement so they could weigh up all of the options. They were never given the choice. It was speculative to say they would have made the same decision anyway. That should not override their right to have been given complete

information in the first place.

- The cost comparison was misleading. It assumed they'd have the mortgage for exactly 16 months, which was unknowable at the time of advice, Even if they had taken that option it was cheaper overall than paying the ERC. The comparison only looks at one option that supported my conclusion while ruling out others that might have been more favourable.
- I should tell Openwork to refund the ERC and pay them £2,000 for the stress, time, effort and ongoing impact this matter has had on their family.

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 have found that Openwork did not treat Mr and Mrs M fairly. It ought to have told them that the product it recommended had a minimum equity requirement. Where a business has not treated a consumer fairly, I will try and put the affected party back in the position they would have been in had they been treated fairly in the first place.

I know Mr and Mrs M feel strongly they would have done something else had they been given the correct information. But I can only base my decision on what I think it is likely they would and could have done at the time in question based on the evidence available to me. It was never an option to have the 1.79% fixed rate on interest only without the minimum equity requirement.

The outcome I have reached does not "excuse" Openwork's failure to disclose the minimum equity requirement. I accept with hindsight Mr and Mrs M believe they would have done something different. As I will explain I am not persuaded they would have. Even if the other options had been presented to them it is not clear if they could or would have done something else.

Openwork was giving Mr and Mrs M mortgage advice. It does not follow that just because the product it recommended had a minimum equity requirement that it made the mortgage unsuitable.

Openwork was required to recommend a mortgage that was suitable for Mr and Mrs M's needs and circumstances. The difficulty is that Mr and Mrs M, like many borrowers, had competing needs and circumstances and they might place more weight on certain requirements than others. A mortgage broker acting reasonably might not be able to recommend a mortgage that met all of their needs and circumstances.

Putting aside what they told Openwork at the time in question, Mr and Mrs Mr have told us in their latest response that:

- They weren't sure if they wanted a repayment or interest only mortgage
- The portability of the mortgage was important to them, but they were not certain they would move. They wanted flexibility. And it was more likely than not they would move.
- They wanted to lock in a low interest rate for five years.

I do not consider that is supported by the evidence we have. Openwork wrote to Mr and Mrs M on 11 April 2022. It said "*If this letter or the content of any supporting documentation does*

not coincide with your view of the situation please contact me immediately...If your circumstances change or you want to amend your application before completion, please contact me so I that I may confirm any impact these changes may have". So Mr and Mrs M had the opportunity to tell Openwork if the letter did not adequately reflect their needs and circumstances.

The letter from Openwork said:

- Mr and Mrs M wanted to review their existing mortgage arrangements.
- Their objective was to raise capital against their home.
- It recommended an interest only mortgage as they had plans in place to repay the mortgage at the end of term.
- They wanted the longest term available.
- They wanted the certainty of a fixed rate.

The letter does not mention portability.

Further, Openwork's fact find says Mr and Mrs M wanted:

- To review their existing arrangements as their current interest rate was ending.
- To raise additional capital for home improvements.
- The flexibility of interest only and to overpay when they wish

I consider that Mr and Mrs M's needs were for an interest only mortgage and for a five year fixed interest rate.

I set out the reasons in my provisional decision why I thought it was likely that Mr and Mrs M had expressed a need for the mortgage to be portable. But I also found that they had not made any firm plans to do move home at the time of advice. That is supported by the fact that they did not query the letter from Openwork that did not mention whether the mortgage was portable or not.

While I accept that the portability of the mortgage was one of Mr and Mrs M's needs, the evidence shows that they placed more weight on raising capital, taking an interest only mortgage and arranging a new fixed rate.

If as they say that it was more likely than not they would move shortly after the mortgage was taken, then I would have expected that to be reflected in the recommendation letter or there to be evidence that they queried their objectives as set out in the letter.,

I accept with the benefit of hindsight that portability and the minimum equity requirement have taken on a greater significance for Mr and Mrs M. While I accept that they asked about portability, the evidence we have does not support that they told Openwork that it was the most important factor for them, that it overrode all of their other needs or that they had specific plans in mind.

In the circumstances, based on the information available to Openwork, I do not see how it could reasonably have recommended anything other than an interest only, fixed rate mortgage. That was in line with what it knew about Mr and Mrs M's needs and

circumstances and it was reasonable for it to understand that Mr and Mrs M intended to proceed with their plan to improve their home. So I do not consider the mortgage it recommended was unsuitable bearing in mind it met their stated needs and it was portable.

As part of giving mortgage advice, Openwork should have given Mr and Mrs M clear, fair and not misleading information. I've already found that included telling them about the minimum equity requirement. So Openwork did not treat Mr and Mrs M fairly. I need to decide if Mr and Mrs M would have done anything differently had they been given that information.

Mr and Mrs M had approached Openwork for mortgage advice. It was reasonable for them to rely on the advice they'd been given that the mortgage was suitable for them. As I have said I think the mortgage was suitable for them based on the information available to Mr and Mrs M.

Looking at the evidence we have I do not consider it is more likely than not that Mr and Mrs M had decided to move home at the time of the advice. That is not reflected in the evidence I have set out above. I do not consider they told Openwork that they had plans to move straight away or what their plans were. There is no evidence to support that they gave the broker that information. And their own evidence is that they were undecided.

Bearing in mind the mortgage met their needs and circumstances, I think it would be difficult for me to say it was more likely than not that Mr and Mrs M would have rejected the advice had they been told about the minimum equity requirement.

Even if I accept that Mr and Mrs M would have explored their options further had they been told about the minimum equity requirement, I am not persuaded that if Openwork had set out all of their options that they would or could have done anything differently.

Openwork has said that if it was aware that Mr and Mrs M planned to move in the short term it would not have recommended that they take a five year fixed rate. I think that is reasonable. That reflects that there was a degree of risk that any new property would meet any lender's requirements and they would incur an ERC. There was an even greater risk if Mr and Mrs M knew they were moving to a property with a lower value.

So Mr and Mrs M would be left with a choice – tie into a fixed rate where there was a risk they could incur the ERC, take out a variable rate mortgage or stay as they were. Bearing in mind what they knew at the time in question, what they told Openwork at the time of advice and as they have told us that locking in the low rate was very important to them it is difficult to see that they would have chosen to take a variable rate or to have remained with their existing lender on a variable rate. That would have left them exposed to interest rate rises.

It is also not clear that Mr and Mrs M would have met any new lender's affordability requirements bearing in mind they would apply a stress test based on whether the mortgage was affordable if interest rates went up – that did not apply to the five year fixed rate product.

That left Mr and Mrs M with three options:

1. Take a repayment mortgage with the same lender.
2. Take a mortgage with a different lender.
3. Take the mortgage they did.

I think it is unlikely that Mr and Mrs M would have taken a repayment mortgage with the same lender. Mr and Mrs M's position is that the ability to port the mortgage was so important to them that it overrode all of their other needs. But that is not reflected on the

paperwork from the time of the sale. Although I accept that portability was one of their needs, if it was as important as they say then I might have expected them to query why it was not recorded on the recommendation letter. It follows, it would be difficult for me to find that portability outweighed their stated need for an interest only mortgage.

Further, it is not clear if Mr and Mrs M had applied for a repayment mortgage that they would have qualified for it. It is for a lender to check whether a mortgage is affordable and a repayment mortgage would have been more expensive than an interest only mortgage. It is not clear that Mr and Mrs M could have met the affordability requirements of any lender for a repayment mortgage. So it does not follow that just because they feel they would have taken a repayment mortgage that they actually could have got one for the amount they needed to borrow. I could not reasonably conclude that taking a repayment mortgage was viable option for them.

And even if Mr and Mrs M had been able to qualify for a repayment mortgage it is not clear they would have chosen to take it. I set out that if Mr and Mrs M took a repayment mortgage then their repayments would have been around £900 a month more than they were required to pay on interest only. That is a considerable increase each month. I accept they would not have known that they would be required to make those payments for 16 months – that was merely to illustrate that the difference in costs overall was not as large as they thought. In fact they'd be required to maintain those payments for the full five years of the fixed rate. The difference in payments would be considerably more than the ERC over that period, even taking into account their payments would have reduced if they ported a lower amount to the new property. I also accept that the lender they went with did not apply an ERC if the full amount was not ported – but in my experience many other lenders would in those circumstances.

That leaves the option of Mr and Mrs M taking an interest only mortgage with another lender. It is not unusual for other lenders to have additional requirements for interest only mortgages such as a minimum equity requirement, minimum income and LTV restrictions. It is unclear that Mr and Mrs M could have met any such requirements or indeed another lender's individual eligibility requirements. Just because they qualified for a mortgage with one lender would mean they would with another. It is also likely that other lenders have their own eligibility criteria for porting – and it is not clear if they could have met those requirements

Therefore, I can't say that Mr and Mrs M would have qualified for an interest only mortgage with another lender or that even if they did that the lender did not have a restrictive criteria that would have increased the likelihood that their porting application might not be viable..

I think the choice for Mr and Mrs M was to with their existing lender on a variable rate or take the mortgage recommended by Openwork with the minimum equity requirement. If Mr and Mrs M stayed as they were then they would not have taken the additional borrowing and they would not have locked in a new fixed interest rate – they were both key objectives. So the question is that whether the existence of the minimum equity requirement alone was enough for Mr and Mrs M to overlook or ignore their other objectives.

I've already explained why in view of the evidence we have that it would be difficult for me to conclude that the portability of the mortgage outweighed Mr and Mrs M's other needs to raise additional borrowing, to have an interest only mortgage and to lock in a fixed rate. I do not consider that Mr and Mrs M could have had everything they wanted – or at least I do not have sufficient evidence to conclude that there were other options that they would have qualified for that allowed them to fully meet all of their objectives.

I accept that they believed the property they wanted to port to was worth £500,000 and they were comfortable with porting only £250,000. I also accept it was only later that the lender

down valued the property and they would not have known about that at the time of the advice. But we know that when Mr and Mrs M were told by the lender about the minimum equity requirement they proceeded with an application to borrow £200,000. It seems to me that Mr and Mrs M must have thought that porting the mortgage was viable on the lower amount, even taking into account the minimum equity requirement. It follows, that if they had been made aware of the requirement at the time of advice, that alone would not have led them to conclude that they would not be able to port their mortgage as planned.

I accept that the existence of the minimum equity requirement might have meant that Mr and Mrs M could not do exactly what they wanted. But the evidence I have does not support that they could do everything they wanted to do. They would always have had to compromise on something. Taking that into account and bearing in mind the mortgage was suitable for them based on what Openwork reasonably knew about their objectives, I do not consider that Mr and Mrs M would have done anything else had they been told about the minimum equity requirement.

I know with the benefit of hindsight Mr and Mrs M believe that they would not have taken this mortgage. We don't know for certain what they would have done. But I have explained my reasons why I consider it more likely than not that they would have gone ahead with this mortgage had they been told about the minimum equity requirement bearing in mind what we know about their objectives at the time of the advice.

It is not clear that Mr and Mrs M would have been able to do anything else – they might not have qualified for a different type of mortgage or a mortgage with a different lender. We do not have any evidence to show that they met any other lender's criteria at the time in question. And even if they had it is not clear that they would have been able to port their mortgage and/or that their overall costs would have been less than they ended up paying. Those were all risks that I consider Openwork ought to have explained to them when giving them advice. If it had done so, I think it is more likely than not that Mr and Mrs M would have chosen to take this mortgage. It met their objectives overall.

I note what Mr and Mrs M have said about the distress and inconvenience this matter has caused to them and their family. I don't doubt what they've told us. But I've found the mortgage was suitable for them and that it is more likely than not they would have gone ahead with it had the minimum equity requirement and all alternative options had been set out for them.

Therefore my award of compensation is not intended to compensate Mr and Mrs M for all of the distress and inconvenience they experienced because they were unable to port their mortgage and all of the things associated with that. Rather, it is intended to reflect any worry caused by the fact they did not receive all of the information they were entitled to and that things might have turned out differently had they received that information. In all the circumstances, I consider that £250 is a fair amount to reflect that.

My final decision

My final decision is that Openwork Limited trading as the Openwork Partnership should pay Mr and Mrs M £250.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs M to accept or reject my decision before 3 December 2025.

Ken Rose
Ombudsman