

## The complaint

Mr B complained that when he applied to extend his mortgage borrowing with The Mortgage Works (UK) Plc (“TMW”) it charged him £15 for paying out the advance. Mr B said he could have used a free service instead, and when he asked about this, TMW was rude to him.

## What happened

Mr B said he didn’t think TMW should have charged him a CHAPS fee when it paid the advance on his additional mortgage borrowing. He said that the amount of £20,000 which he borrowed meant he could use the Faster Payments Service (“FPS”) and there wasn’t any charge for that.

Mr B said when he rang TMW to tell it that it should pay the money using FPS, the agent he spoke to repeatedly interrupted him and was patronising and rude. He said she would not move on from the conversation and resolve the situation, she was obnoxious and taunted a reaction. Mr B said the agent then put the phone down on him.

Mr B said he wanted back the £15 he’d been charged to transfer the advance, and he also wanted TMW to apologise for its agent’s rude behaviour towards him.

TMW didn’t think it had made a mistake. It said it will only release mortgage funds using CHAPS, it doesn’t have an option for customers to use FPS. TMW said it had reviewed Mr B’s mortgage application, and it had explained to him that the mortgage advance would be subject to a CHAPS fee of £15. And it said this was also clear on the mortgage release that Mr B signed to allow the release of the funds.

TMW said it also didn’t think its agent had been rude. She’d explained that the CHAPS fee couldn’t be refunded, and tried to respond to Mr B’s comments but when the call couldn’t move forward, TMW said the agent was entitled to end the call.

Mr B strongly disagreed with what TMW had said, and he asked our service to look into this. But our investigator didn’t think this complaint should be upheld. He said the documents Mr B received, and signed, all confirmed a £15 fee would apply to transfer the funds to Mr B’s bank account. And on a call with TMW, its agent told Mr B about the fee. So our investigator didn’t think it was unfair or unreasonable for TMW to charge the fee it had forewarned Mr B about.

On the subsequent call when Mr B wanted TMW to waive this charge, our investigator said he wasn’t persuaded that TMW’s agent was rude, or that she kept interrupting Mr B. She had provided Mr B with a number of warnings that she was going to end the call if Mr B continued to interrupt her. But he did continue to interrupt her when she tried to talk, and so she ended the call. Our investigator didn’t think TMW had to apologise for this.

Mr B disagreed, he said we hadn’t looked at whether the agent had alienated him. He said she had interrupted him, and he had responded by interrupting her. Mr B said he was remortgaging, and the agent should have dealt with him with calm, patience and a duty of care.

Mr B said he had signed documents referring to the CHAPS fee, but he said after this he had found out about FPS, which TMW is part of. He said we hadn't looked at whether TMW should have allowed him to use that system for payment of the mortgage advance.

Our investigator didn't change his mind. He said TMW had made Mr B aware of the CHAPS fee before he made his application, and our service wouldn't make TMW change its internal processes. Our investigator also said he'd listened to the call again, and whilst he did acknowledge there were occasions that the call handler interrupted Mr B, he still didn't think the agent was rude to Mr B. He said she wasn't patronising or flippant. He described the call, quoted Mr B directly, and said he didn't think the agent or TMW had to apologise to Mr B for that call.

Mr B said he didn't think we had understood some facets of his complaint. He said if we were conceding that the agent had interrupted him, then we should understand why he'd interrupted her back. He said the agent had shown him no courtesy, and he found our investigator's view baffling. He said the agent should have de-escalated the situation instead of interrupting him and threatening to terminate the call. Mr B said he wasn't threatening rude or abusive, he was direct and forthright.

Mr B also said charging him the CHAPS fee wasn't behaving with integrity. He felt that TMW had been dishonest with him and deliberately taken advantage of him, because it hadn't told him about FPS.

Mr B wanted his complaint to be considered by an ombudsman, so it was passed to me for a final 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.

I've reached the same overall conclusion on this complaint as our investigator.

I've checked all of the paperwork Mr B saw, and signed, and I'm clear Mr B was told that paying a CHAPS fee of £15 was part of the agreement he entered into, to take out this mortgage borrowing. I can see he was told about this fee before he had completed his application. So the starting point here, is that TMW only charged him what it said it would charge him at the outset.

Mr B accepted he'd signed up to pay the fee, but said he then discovered that money could also be transferred by FPS. So he thought TMW should have used that system instead. But FPS isn't quite the same as CHAPS. The FPS system is subject to limits applied by each bank, and those limits can be surprisingly low. The CHAPS system allows for larger payments, and a CHAPS payment is guaranteed to arrive that day. Although most FPS payments are instantaneous, they are not guaranteed in the same way.

TMW has told us that CHAPS is the only way it can pay out a mortgage advance. For the above reasons, it's not unreasonable for TMW to have set up its mortgage advances system to make payments by CHAPS. I don't think TMW had to change this for Mr B.

Mr B also complained about how his call about the CHAPS fee was handled. I think it's unfortunate that Mr B started that call by saying that he didn't have to pay the CHAPS fee, he could use FPS, he knew he could and he was entitled to. I know Mr B says he was only being direct, so I appreciate it was not Mr B's intention to appear confrontational from the outset, but I do think that this could reasonably have been interpreted as such.

For the reasons I've set out above, we know that Mr B could not use FPS in this situation. TMW's agent tried to explain to him that a CHAPS fee was a normal part of the process, and TMW could only release the funds using CHAPS. Mr B repeated a number of times that he could use FPS.

There were interruptions from both sides at points during the call. I don't think this was a productive call, but I think that is mainly because when the agent tried to explain what TMW's process was for releasing payments, Mr B insisted that he could do something else. I think this is where the call went wrong.

Mr B has been adamant that it was the agent's responsibility to de-escalate the situation, and said he considered he had only been direct and forthright. It's not my role to substitute my decision here for that of the agent, but having listened to the call myself, repeatedly, I do think that it was both fair and reasonable for the agent to have decided to terminate this call. I don't think that TMW has to apologise to Mr B for that, or for its agent's handling of the call.

I know that Mr B will be disappointed, but I don't think this complaint should be upheld.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 5 January 2026.

Esther Absalom-Gough  
**Ombudsman**