

## **The complaint**

Ms H and Mrs B complain that Yorkshire Building Society (YBS) gave them incorrect information about the redemption of their mortgage and that it provided them with poor customer service.

## **What happened**

Ms H and Mrs B had a mortgage with YBS which they wanted to repay in full once their fixed interest rate had ended, so they wouldn't incur an early repayment charge. Their existing mortgage product was due to end on 31 July 2025. They first contacted YBS about this in May 2025 and it told them to call back in July to obtain a redemption statement dated 1 August – to show how much they'd need to pay from that date to redeem the mortgage.

Ms H and Mrs B called YBS again in July to request a redemption figure and they went on to make several payments to repay their mortgage in full by 28 July. They contacted YBS again on 5 August because their mortgage account was still showing as being open. YBS's agent said the matter would need to be escalated and that a call back would be arranged. Unfortunately, no call back was received.

Ms H and Mrs B spoke with YBS on 11 August as they wanted to resolve the matter. They were told they would be required to pay an early repayment charge (ERC) because the mortgage had been redeemed before 1 August. Ms H explained they did this based on the information they were provided by YBS's agent in July. YBS said the matter was still being investigated and that it would be in touch. It later agreed to waive the ERC in light of what had happened.

In YBS's response to the complaint, it agreed that Ms H had been given incorrect information when speaking with its agent in July, that no call back had been made when offered, and that a call on 11 August could have been handled better. It also noted that incorrect information had been given about Ms H and Mrs B needing to instruct a solicitor to remove its legal charge, although that was corrected later the same day when it told Ms H that would not be required. YBS paid Ms H and Mrs B £350. It said this was to cover the redemption fee of £90 and to recognise the time and effort Ms H and Mrs B had spent due to being given the wrong information, and to recognise the inconvenience caused.

Ms H and Mrs B didn't think the compensation was a fair way to put things right. They referred their complaint to the Financial Ombudsman Service. Our Investigator agreed that YBS had got things wrong but concluded that it had taken fair steps to put things right.

Ms H and Mrs B didn't accept that, so their case has come 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.

It is not in dispute that YBS got things wrong when speaking with Ms H about redemption of

the mortgage, or that the customer service it provided could have been better. And I can appreciate why that would have been inconvenient, frustrating and disappointing for Ms H and Mrs B. I'm sorry to hear how these issues have made them feel. What's left for me to decide in this case is whether YBS's offer to put things right fairly compensates Ms H and Mrs B for what's happened.

Firstly, YBS has waived the ERC which was contractually due because the mortgage had been repaid early. I think this was a fair thing to do in the circumstances. This is because I'm persuaded that Ms H and Mrs B would have waited to redeem their mortgage from 1 August 2025 had they been given correct information. If they'd done that, they wouldn't have incurred an ERC.

Secondly, YBS has refunded the redemption fee which Ms H and Mrs B were contractually required to pay – shown as a "Mortgage Fee" within their mortgage agreement. In the individual circumstances of this case, I think it was fair and reasonable for YBS to refund that fee as a gesture of goodwill because of the poor experience they'd had.

Finally, YBS considered the additional time, effort, distress and inconvenience its errors had led to Ms H and Mrs B experiencing. I think it's clear that YBS's errors caused Ms G and Mrs B frustration, disappointment and inconvenience. There were repeated small errors, requiring a reasonable effort to be resolved, lasting over a period of several weeks. I consider the amount of compensation YBS has offered is in line with our published guidance on awards for distress and inconvenience<sup>1</sup> in similar situations. And, having thought carefully about what's happened, I don't consider I can fairly require YBS to pay anything further to Ms H and Mrs B.

I appreciate that no amount of compensation can go back and change what has happened. And I can tell, having listened to phone calls between Ms H and YBS, that she was very disappointed about what had happened – and rightly so. I've taken that into account when thinking carefully about what's happened. But ultimately, I consider the steps YBS has taken are a fair way to put things right in the individual circumstances of this case.

### **My final decision**

My final decision is that I don't require Yorkshire Building Society to do anything further, beyond waiving the ERC and the payment of £350 it has made to Ms H and Mrs B.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Ms H to accept or reject my decision before 9 March 2026.

Keith Barnes  
**Ombudsman**

---

<sup>1</sup> See: <https://www.financial-ombudsman.org.uk/consumers/expect/compensation-for-distress-or-inconvenience>