

## **complaint**

Ms O and Mr R complain about a remortgage application they made through London and Country Mortgages Ltd (“L&C”) in June 2018. They’re unhappy with the level of service they received, and the poor communication.

## **background**

I won’t go into the full timeline of this complaint as it’s lengthy, and neither side has disputed it. Suffice to say there were periods when matters became confused and further information was requested by the mortgage lender.

The original application was submitted on 18 June, and on 30 July the lender cancelled it as it had been open for so long and there was still information outstanding. Despite appeals, that decision stood and so a new application was submitted on 16 August, but the interest rate had increased by that time. An offer was issued on 29 August and the remortgage completed on 12 October.

Ms O and Mr R complained to L&C about the service they’d received. L&C admitted there’d been some confusion and offered £50 compensation. Unhappy with that Ms O and Mr R referred their complaint to us.

Our adjudicator thought the complaint should be upheld; he said L&C hadn’t provided the level of service that would be expected and thought compensation of £150 was more appropriate. L&C didn’t agree and so it’s been passed to me to decide.

## **my findings**

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

It’s clear to me that there were service failures with this remortgage. That’s not to say this was intentional, I’m satisfied it was just an unfortunate sequence of events that built up, but that doesn’t mean they should be ignored. If there was just one failure then I’m sure Ms O and Mr R would have overlooked that, but instead there were multiple failures and confusion that added up.

L&C has said the case handler’s work was being covered whilst she was off, but that no-one had access to her emails. That’s unfortunate as Ms O and Mr R had no reason to believe the information they sent through to the case handler’s email wouldn’t be picked up. L&C has admitted that no ‘out of office’ auto-response was set-up. This meant the information wasn’t acted on as quickly as it should have been, and a chase up was sent by L&C for information Ms O and Mr R had already submitted.

There was then confusion about what the lender wanted in respect of the credit commitments. L&C requested information from Ms O and Mr R on 12 July, but it took until 21 July for Ms O and Mr R to get clarity on what exactly the problem was and what was needed. In that time they’d phoned and emailed, and on one occasion got a response that was incorrect. It was only when the case handler returned to the office that it was resolved.

Once the application was restarted in August further information was requested, and Ms O and Mr R expressed their frustration at that. The case handler uploaded all the previous

documents and asked for some up to date bank statements and payslips. Ms O and Mr R emailed the information to the case handler, but it was requested again by one of the case handler's colleagues

Whilst the delays weren't only the fault of L&C, I'm satisfied much of the delays and confusion were caused by L&C. Having considered everything I'm satisfied the service provided by L&C fell below what I'd expect and I award Ms O and Mr R £150 in compensation.

### **my final decision**

My final decision is that I uphold this complaint. I order London and Country Mortgages Ltd to pay £150 to Ms O and Mr R.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms O and Mr R to accept or reject my decision before 5 January 2020.

Julia Meadows  
**ombudsman**