

complaint

Mr and Mrs B complain that Wise One (UK) Ltd gave them misleading indicative figures in relation to a new mortgage. They also complain that the final response letter is inaccurate.

our initial conclusions

Following the involvement of this service, Wise One agreed to offer compensation of £100 without admission of liability. Mr and Mrs B did not accept the offer and responded to say, in summary, that this matter has caused them anguish, stress and inconvenience and that the cost of the mortgage they have chosen with the help of a third party mortgage adviser has increased during the time they were waiting for Wise One to resolve the matter.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr and Mrs B and the business have provided. I prefer Mr and Mrs B's recollection of the chronology of events, rather than that which is set out in the business' final response letter. In reaching that view, I consider that Mr and Mrs B are likely to have a better recollection of the discussions and their reference to them is consistent and cogent.

It is common ground that the indicative mortgage information sent by e-mail to Mrs B was incorrect. Mr and Mrs B believed that the information was correct for just short of a week. The business apologised for the error a week after the incorrect information was given. Mr and Mrs B were inconvenienced by the incorrect information and distressed to discover the true position. I do not consider that Wise One is responsible for the increased cost of the mortgage Mr and Mrs B subsequently chose. There was no reason for Mr and Mrs B to delay obtaining a mortgage elsewhere once they were aware that the indicative figures were incorrect.

In all the circumstances, I agree with the adjudicator that an award of £100 is fair and reasonable. In reaching that view, I have noted the nature of the error and the extent, nature and duration of Mr and Mrs B's distress and inconvenience.

My final decision is that I uphold this complaint and I direct Wise One (UK) Ltd to pay Mr and Mrs B £100.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr and Mrs B either to accept or reject my decision before 18 November 2014.

Louise Povey

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.