

The complaint

Miss L complains about the service she received from an appointed representative of Openwork Limited, trading as The Openwork Partnership, when it arranged a re-mortgage for her. In particular Miss L says:

- Openwork failed to review the available mortgage products near her completion date, despite having told her it would do so. Miss L says lower fixed rates were available and she missed out on a lower rate because Openwork didn't review the products that were available shortly before her completion date;
- she incurred a legal fee of £990 despite having instructed Openwork, to arrange a fee free re-mortgage; and
- Openwork said it would complain to the solicitor on her behalf, but she hasn't received a response from the solicitor.

What happened

In late 2022, Miss L wanted to re-mortgage and take on additional borrowing. She asked an appointed representative of Openwork to recommend a suitable mortgage. The adviser recommended a fixed rate mortgage product with a five year term. Miss L's re-mortgage completed in February 2023.

It appears that shortly after completion Miss L contacted the adviser. She noted that the lender was offering lower fixed rates than the rate attached to her mortgage product. She asked whether the adviser had reviewed the mortgage products available before her re-mortgage had completed. I understand that Miss L and the mortgage adviser discussed the situation both face-to-face and over the phone. Unfortunately, Openwork has not been able to provide this service with any call recordings or meeting notes made by its representative.

Miss L complained to Openwork. It did not uphold her complaint. It said it felt the recommendation its representative had made was suitable and it said its representative hadn't agreed to review the mortgage products available after the advice had been given.

Miss L was not satisfied with Openwork's response and referred her complaint to this service.

Our investigator said that although he was sympathetic to Miss L's position, he hadn't seen anything that showed the representative had agreed to review available mortgage products closer to Miss L's completion date, to see if a lower rate was available. He also noted that there was nothing to show Miss L had contacted the representative ahead of completion to ask about any changes in the mortgage products available.

He noted Miss L had said the representative told her that the mortgage product could be reviewed before she completed, with a view to switching to a different product with a lower interest rate if one was available. But he said that in the absence of anything to show what was discussed he couldn't safely find that Openwork had treated Miss L unfairly by not

reviewing the available mortgage products again.

In relation to the legal fees Miss L incurred, he noted that in the illustration Openwork provided, it said a fee would be payable to the solicitor, '*...for putting in place the security*'. He said he appreciated Miss L wanted a fee free product and noted that the mortgage product recommended didn't have a booking fee and included a free valuation. But he said that as the illustration set out, not all the legal fees incurred in connection with the re-mortgage would be free.

He also noted that Openwork had emailed the solicitor in early February 2023, on Miss L's behalf to complain. The email set out Miss L's concerns that the solicitor wasn't responding to emails and calls from Openwork or Miss L. Our investigator explained that he couldn't reasonably hold Openwork responsible if Miss L hadn't received a response from the solicitor in relation to this complaint. He suggested that Miss L might wish to contact the solicitor directly if she wanted to pursue her complaint about the poor service it had provided.

Miss L did not accept our investigator's view. She provided copies of messages she had sent and received from the adviser and contemporaneous messages she had sent to friends about her re-mortgage. Miss L said she felt these messages supported her position that the adviser had agreed to review the mortgage products available before she completed her re-mortgage.

She also said she felt these messages supported her claim that the adviser had offered to pay money into her bank account each month '*...for the mistake he made*'. And she said; '*I also believe that the fact that he has now blocked my number speaks volumes*'.

Miss L reiterated that she did not recall having received the suitability report and said she felt it may have been '*created at a later date*'.

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 am sympathetic to Miss L's position and I appreciate that if a review of the mortgage products available had been carried out nearer her completion date she may have been able to switch to a lower interest rate. However, when determining complaints where there is a dispute about what happened or where the information and evidence available is incomplete or inconclusive – as it is here - I must reach my decision based on what I think is most likely to have happened.

I have carefully reviewed the information Miss L has provided to this service. Having done so I cannot safely find that the adviser did agree to proactively review the mortgage products available to Miss L before her re-mortgage completed.

I have also taken into account that in the covering letter sent with the suitability report dated 6 October 2022, it said:

If your circumstances change or you want to amend your application before completion, please contact me so that I may confirm any impact these changes may have.

(bold is my emphasis)

I think this made clear that Miss L would need to contact the adviser if she wanted to make changes to the mortgage product that had been arranged. It is not clear to me why, if Miss L

wanted the mortgage product reviewed before she completed, she didn't contact the adviser to request a review.

I also note that in a message Miss L sent to an acquaintance on 7 October 2022, she said: *'... he said if the rates change we can change the deal which is good I won't be locked in.'* I don't think this supports Miss L's recollection that the adviser had offered to proactively review the mortgage products available. I think it reflects the position set out in the suitability report, that if Miss L wanted to change the mortgage product, she should contact the adviser.

Likewise, I note that in the messages Miss L sent to an acquaintance on 30th March 2023, she said:

...he said it was worrying him, but he doesn't ever review rates once the offer is signed but I said we'd already spoke about it because of how volatile [the] market is... Naturally you wouldn't in a stable market but it's all over the joint and we started the mortgage five months before it completed.

Miss L's acquaintance responded to say:

It's hard because it makes sense not to review it as it would take forever for each client... But yeah the markets so unstable that it would make sense to keep an eye.

It appears from this that the adviser confirmed to Miss L that he hadn't agreed to proactively review the mortgage products available closer to Miss L's completion date and he confirmed he didn't offer this service to any clients.

I note that Miss L has said she thinks it *'speaks volumes'* that the adviser has now blocked her number. As Miss L has raised a formal complaint about the adviser it would be highly unusual for the adviser to remain involved in dealing with her complaint. It would usually be passed to the complaints team to be investigated, as happened with Miss L's complaint. I therefore cannot reasonably say the adviser acted incorrectly by not continuing to respond to Miss L in relation to this matter after she made a complaint.

I note Miss L has said she can't recall receiving a suitability letter from Openwork. As our investigator explained, as the suitability letter was correctly addressed, I can't reasonably find that it was not sent to Miss L without anything to show or suggest it wasn't sent.

In summary, I don't think Openwork treated Miss L unfairly by not proactively reviewing her mortgage product before she completed.

As Miss L has not raised any new points in relation to her complaint regarding the legal fees involved in her re-mortgage, or the complaint Openwork raised with her solicitor I have not considered these aspects any further. That said, based on the information available I am satisfied that Openwork did complain to her solicitor on her behalf.

Likewise, I don't think Openwork misled Miss L regarding the legal fees she incurred for the re-mortgage. It appears that Miss L wasn't charged for the standard legal work involved in the re-mortgage; what Miss L was charged for was the non-standard work that was needed due to the nature of her re-mortgage (paying off the Help to Buy) and her property (the dual-title and the management company etc). As the illustration set out, Openwork had no way of knowing how much this would cost, and Miss L was responsible for meeting the cost of this work.

My final decision

My decision is that, for the reasons I have set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 17 May 2024.

Suzannah Stuart
Ombudsman