

## **The complaint**

Mr J complains that Together Personal Finance Limited trading as Together incorrectly told him he was due a refund. He thinks Together should honour the amount he was led to believe he was going to receive as has spent the money in advance.

## **What happened**

Mr J redeemed his mortgage with Together in December 2022. Later that month he was notified by Together that he had overpaid as it was refunding a fee that had been applied to his account, associated interest, and compensatory interest. This refund was sent to and received by Mr J.

Together wrote to Mr J the following month and told him he was due a refund due to the same fee mentioned above having been added to his account. However, the letter referred to Mr J's mortgage being live (when it had been redeemed the month before and a refund issued).

Mr J called Together to query whether the letter was correct and that he could expect a further refund. Together confirmed to Mr J on this call and multiple calls thereafter, that he would be receiving a refund direct to his bank account. Mr J was also given dates as to when he could expect to receive the refund – which he called to chase as and when each date passed.

It subsequently transpired that the letter sent in January had been sent in error. And as Mr J had redeemed his mortgage in December 2022 and received his refund at that stage, he would not be due anything further. Mr J complained.

Together accepted it had made an error and that this had caused distress and inconvenience to Mr J. It offered to pay £250 in compensation. Mr J didn't accept Together's offer and instead referred the complaint to our service. He wants Together to honour the full refund amount that he was promised in error.

After the case came to us, Together realised it had calculated Mr J's original refund incorrectly. So, it has made us aware that it had paid a further amount to Mr J.

One of our investigators looked into the complaint but didn't think Together needed to do anything further to resolve the complaint. While she accepted that Mr J had been given incorrect information on multiple occasions, she didn't think it would be reasonable to ask Together to pay him a sum of money to which he was not entitled. She thought Together's offer of £250 (which it had already paid to Mr J) in recognition of the distress and inconvenience caused was fair in the circumstances.

Mr J disagreed with our investigator's opinion. He explained that he relied on the incorrect information given by Together and spent the money in advance of receiving it. He has said he purchased a lantern skylight for his orangery which he would not have purchased had he not been operating under the impression he was due a sum of money from Together.

As the complaint could not be resolved informally, the case has been passed to me for 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.

Under the rules that govern how I decide complaints, I must take account of law and regulations, regulators' rules, guidance and standards, and codes of practice and good industry practice when I make my decision.

It is not in dispute that Together made a mistake in this case. It incorrectly told Mr J that he was due a second refund and it confirmed this inaccurate information on several occasions.

It is also not in dispute that Mr J was not entitled to a second refund. Despite this, he thinks Together should be held accountable for its mistake, with compensation coming in the form of the promised second refund.

I should make clear that it is not the role of our service to punish businesses for mistakes made as suggested by Mr J. Instead, we aim to put the consumer in the position they would be in had the error not been made in the first place. And in cases where the consumer suffered undue distress or inconvenience because of the error, we may award compensation. It should be noted that had everything gone as it should have done in this case, Mr J would not be receiving a second refund.

I accept that it was reasonable for Mr J to rely on the information he had been given by Together, not so much from its initial letter in which it is clear it had mistakenly thought his mortgage account was still open, but from the follow up calls Mr J made to Together in which each of its advisers confirmed he would be receiving the refund.

Having accepted it was reasonable for Mr J to rely on this inaccurate information, I then need to consider whether his decision to spend the money before receiving it was reasonable and something Together should be held responsible for.

Mr J's decision to spend the money before he received it in his bank account was a personal decision for which he is responsible. And while I accept it was reasonable for Mr J to believe that he was going to receive a second refund, (given the misinformation given during his chaser calls to Together) I do not think it was reasonable or foreseeable that Mr J would agree to commit himself financially to a purchase before he had the funds in his account to meet that commitment.

So, I'm not persuaded it would be fair or reasonable to direct Together to honour the second refund to which Mr J was not entitled.

I do accept that this error caused Mr J undue distress and inconvenience, not least with the amount of calls he made to Together chasing up the payment and the distress of finding out that after committing himself financially, he was no longer going to be receiving the money. But Together has already paid Mr J £250 in compensation to recognise the impact of its mistake. Having considered this case in full, I am satisfied Together's offer is fair and I am not going to direct it to pay any further compensation to resolve this complaint.

### **My final decision**

For the reasons set out above, I do not uphold Mr J's complaint against Together Personal

Finance Limited trading as Together

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 2 October 2023.

Lucy Wilson  
**Ombudsman**