

The complaint

Mrs N complains that Santander UK Plc unfairly refused to allow her to transfer to a different mortgage product.

To put matters right, Mrs N wants Santander to allow her to move to the two year fixed rate mortgage product she wanted to switch to.

What happened

Mrs N holds a mortgage with Santander. In July 2023 she contacted it to arrange a new mortgage product. The new product was arranged to start when Mrs N's existing mortgage product ended, in early October 2023. Mrs N selected a five year fixed rate product.

Santander sent a product transfer offer to Mrs N on 29 July 2023. In the offer it explained that she could book a replacement product with Santander if she wanted to change the product, but she would need to do so '*...at least 14 days before the confirmed start date*' of the new product. The start date of the new mortgage product Mrs N had selected was 3 October 2023.

On 30 July 2023, Mrs N accepted the new mortgage product and Santander confirmed her acceptance by email. The email confirming the switch also noted that Mrs N could change to a different product, but would need to do so at least 14 days before the start date of the new product – so by 19 September 2023.

Mrs N says she tried to contact Santander to switch to a different mortgage product but was unable to get through to speak to a representative until shortly before her new mortgage product was due to start. As Mrs N hadn't notified Santander that she wanted to switch to a different mortgage product before 19 September 2023, Santander said Mrs N wouldn't be able to switch to a different mortgage product.

Mrs N complained to Santander. She said she had tried to contact it but had been unable to get through using its telephone service and was unable to make the switch online.

Santander accepted that Mrs N had incorrectly been told that its telephone service was available until 7pm on weekdays. It said its telephone service was available until 6pm on weekdays and between 9am and 2pm on Saturdays. It noted that Mrs N said she was unable to call during the week, due to her work commitments, But it said it felt Mrs N could have telephoned on a Saturday morning if she was unable to contact it during the week. It also confirmed that it wasn't possible to make a product switch online and Mrs N would have needed to speak to it to arrange the switch.

As Mrs N had not contacted it more than 14 days before her new mortgage product was due to start it said it was not willing to allow Mrs N to switch to a new product. However, it said it would pay Mrs N £100 for the incorrect information she had received in relation to the opening times of its telephone service.

Mrs N was not satisfied with Santander's response and referred her complaint to this

service.

Having carefully considered Mrs N's complaint our investigator said she did not think Santander needed to do anything more to put matters right. She noted that Mrs N had provided this service with evidence to show that she had tried to contact Santander on 20, 21 and 30 of September 2023. However, she noted that these dates were within 14 days of the date the new product was due to start. As this was the case, and Santander had set out in the offer that if Mrs N wanted to switch she needed to do so at least 14 days before the start of the new product, she said she couldn't reasonably require Santander to allow Mrs N to switch to a new mortgage product.

She said she felt the £100 Santander had paid Mrs N, to compensate her for the incorrect information it provided about the closing times of its telephone service was fair and she didn't think it needed to do anymore to put matters right.

Mrs N did not accept our investigator's view. She said she felt the investigator had not taken into consideration that she had made three attempts, over a number of days to contact Santander. She also said that in August she had been out of the country for two weeks and the nature of her work meant it was difficult for her to call Santander during working hours.

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.

Having done so I have reached the same view as our investigator and for much the same reasons. I'll explain why.

In the letter Santander sent to Mrs N in late July 2023, confirming her new mortgage product it said:

Once you've accepted the offer, you won't be able to cancel the transfer unless you're booking a replacement deal with Santander. You must ask for this at least 14 days before the start date. You can't make any other changes to your mortgage until the new deal has started.

Mrs N hasn't provided this service with anything to show that she tried to contact Santander before Wednesday 20 September 2023, and Santander's records indicate that she did not speak to a representative until 21 September 2023.

I appreciate that it was difficult for Mrs N to contact Santander by telephone when she was working, but I must take into account that Mrs N could have contacted Santander on a Saturday morning or during a work break, if she was unable to contact it when she was working. Likewise, even if Mrs N was overseas for two weeks in August, it is not clear why Mrs N was unable to telephone Santander before 20 September 2023.

Having carefully considered this complaint, I can't reasonably require Santander to allow Mrs N to switch to a different mortgage product. In reaching this decision I have taken into account that Santander set out clearly, in writing, that if Mrs N wanted to switch products she would need to contact it at least 14 days before the start date of the new product.

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 Mrs N to accept or reject my decision before 10 June 2024.

Suzannah Stuart
Ombudsman