

The complaint

Mrs F is unhappy that The Co-operative Bank Plc trading as Platform declined her porting application and didn't share its lending criteria with her. She is also unhappy with the long call wait times she experienced.

What happened

Mrs F had a residential mortgage with Platform for some time. In March 2024, Mrs F contacted Platform as she was purchasing a new property and she wanted to port her existing mortgage. An appointment with a mortgage adviser to discuss this was arranged. During the appointment, it became clear that the property Mrs F was buying had over three acres of land. The mortgage adviser let Mrs F know that this was outside Platform's lending criteria, and the application to port the mortgage wouldn't be accepted for this reason.

Mrs F redeemed her mortgage in May 2024 and paid an Early Repayment Charge (ERC). Mrs F complained to Platform that she hadn't been able to port her mortgage due to its internal policies. Mrs F requested the ERC be refunded. She thought she should have been told in her initial contact with Platform that the property wouldn't be acceptable for porting the mortgage, and she was unhappy she wasn't made aware of Platform's lending criteria when she initially took out the mortgage. Mrs F was also unhappy with the long call wait times when contacting Platform.

Platform upheld Mrs F's complaint in part. It agreed that the call wait times had been excessive and that its mortgage adviser had been dismissive during the mortgage advice appointment. It offered £150 to Mrs F for these errors. But it said its policy was to not lend on properties with over three acres of land. It said Mrs F was made aware an ERC would be applicable if she redeemed her mortgage. So, it didn't think it had acted unfairly by declining her porting application and charging an ERC when the mortgage was redeemed.

Mrs F remained unhappy and referred the complaint to our Service, where one of our Investigators looked into the complaint. Our Investigator thought what Platform had said was fair. He said Mrs F's application to port the mortgage was subject to Platform's lending criteria, and he was satisfied that properties over a certain acreage weren't acceptable to it. He thought the £150 offered by Platform for the inconvenience of the longer than usual call wait times was fair.

Mrs F didn't agree with the Investigator. She didn't accept our Service wouldn't involve itself in a business' internal policies. She also thought the Investigator hadn't appropriately considered that she had spent over 13 hours on calls with Platform.

As Mrs F didn't agree with our Investigator, the complaint has been passed to me to consider and make a final 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.

I'm sorry to disappoint Mrs F as I understand she feels strongly about this. But I can't agree Platform has treated her unfairly by declining her porting application or by charging an ERC when her mortgage was redeemed.

I appreciate Mrs F thinks Platform has treated her unfairly by declining her application based on its internal lending criteria and that our Service should review if the criteria is fair. It's not my role to tell a business what its lending policies should be. Lending is never guaranteed. Lenders are able to use their own commercial judgement and risk appetite to decide what properties it is willing to lend on, or not. My role is to ensure such policies are applied fairly, and that particular consumers aren't treated differently to any other consumers in the same position.

The mortgage offer Mrs F agreed to made it clear that the mortgage could only be transferred to another property providing the property was acceptable security under Platform's current lending policies and criteria.

When Mrs F initially arranged an appointment with a mortgage adviser, she said she gave the property address to Platform, and it should have known the property wouldn't have been acceptable under its current lending criteria. She said Platform shouldn't have wasted her time with the application process. I can appreciate Mrs F's frustrations, but the agent Mrs F spoke to arrange the appointment wasn't a mortgage adviser, and I wouldn't expect them to give an opinion on whether Platform would lend to her. That was the purpose of the mortgage advice appointment.

During the appointment, the mortgage adviser applied Platform's lending criteria and told Mrs F the property she was purchasing would fall outside its policy. The decision was then reviewed by Platform's underwriting team to confirm if an exception could be made, and it was confirmed the application couldn't proceed.

Platform has provided our Service with the relevant section of its lending criteria. I'm satisfied that its policy doesn't allow it to apply normal lending conditions to properties with over three acres of land. As I've said, it's Platform's business decision what it deems an acceptable risk to lend on. I can see from the lending criteria that exceptions to this policy can be considered at Platform's discretion, subject to review by underwriting. Mrs F's application was referred to underwriting who confirmed an exception couldn't be made in this instance. That was Platform's commercial decision to make.

I'm satisfied that Platform gave Mrs F's porting application fair consideration under its lending policy. I can't agree it has treated Mrs F unfairly by declining her porting application as her property didn't meet its lending criteria.

Mrs F is unhappy Platform didn't share its internal lending policies with her. These policies are specific to how Platform operates as a business and are considered commercially sensitive. I wouldn't expect Platform, or other lenders, to make their lending policies publicly available. To do so could impact how they operate in the market.

As Platform declined to port Mrs F's existing mortgage rate to her new property, she redeemed the mortgage. The mortgage offer Mrs F agreed to was clear that an ERC would be payable on the mortgage until September 2025. The call notes show the mortgage adviser also confirmed an ERC would be payable if Mrs F redeemed the mortgage before the end of the fixed rate. So, it wasn't unreasonable for Platform to charge Mrs F an ERC as explained and outlined in the mortgage offer, as Mrs F did redeem the mortgage before the end of the fixed rate. I can't agree Platform needs to refund this charge because her

application to port the mortgage was unsuccessful. It was still Mrs F's choice to redeem the mortgage before the end of the fixed rate.

I empathise with Mrs F's frustrations about the amount of time she spent on calls with Platform. It's clear that this was excessive, and I can understand her annoyance at this. Platform has recognised there was an issue which caused high wait times around the time of Mrs F's contact with it. It has offered £150 for the impact of this on Mrs F. This has caused Mrs F considerable frustration, so I think it's only fair Platform compensates Mrs F for this. I think the £150 paid by Platform represents a fair and reasonable way to put things right. So, I won't ask Platform to do anything further.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 3 April 2025.

A handwritten signature in black ink, appearing to read 'E. Taskas', with a stylized, flowing script.

Emma Taskas
Ombudsman