

The complaint

Mr W complains that Santander UK Plc gave him incorrect information about a promotional interest free period on his account which caused him to incur interest on the balance.

What happened

In August 2020 Mr W applied for a Santander credit card. The card had a promotional offer of 26 months interest free for balance transfers.

On 6 October 2022 Santander sent Mr W a text to advise him that the promotional offer on balance transfers was ending on 28 October 2022 and that thereafter 15.9% interest would be charged on outstanding balances.

Mr W contacted Santander in October 2022. He says he was aware that the interest free period of the card was nearing expiration, and he intended to transfer his balance to a new provider. Mr W says that during the call he was advised by a customer service advisor that his account had been moved to a promotional offer extending the interest free period to January 2024.

Mr W contacted Santander in December 2023 to transfer his balance. He says he was once again advised that his interest free period had been extended.

Mr W didn't receive any statements from Santander and was unable to access his account via the portal.

In 2024 Santander sent a letter to Mr W suggesting that he increased the payments he was making. Mr W contacted Santander and discovered that since November 2022 he'd been paying interest on the balance and the monthly payments he'd been making hadn't reduced the capital balance.

Mr W complained to Santander. Santander upheld the complaint. It found that Mr W had been incorrectly advised about the interest free promotional period during calls in December 2023 and August 2024. Santander said it had been unable to find any evidence that Mr W had called in October 2022 to discuss the account. Santander said that notwithstanding the incorrect information, the interest had been correctly applied in line with the terms of the account. Santander offered compensation to Mr W.

Mr W remained unhappy and brought his complaint to this service. He says he was incorrectly advised about the extension of the interest free period when he called in October 2022 and on subsequent occasions. Mr W wants all interest and fees applied since October 2022 waived.

Our investigator didn't uphold the complaint. He said that based on the evidence available, there was nothing to suggest that Mr W had been misadvised in October 2022. The investigator said he'd reviewed all contact records between Mr W and the bank and the first call he could see was from 14 December 2023, which was 14 months after the interest free promotion had expired. The investigator said he could see that the bank had acknowledged

giving incorrect information to Mr W in December 2023 and August 2024, but the bank hadn't agreed that it gave incorrect information in October 2022.

Mr W didn't agree. He said that because Santander had acknowledged that it had provided incorrect information in December 2023 and August 2024, this made it probable that similar incorrect information was provided in 2022. Mr W questioned why there were no call records from 2022 and said the absence of call recordings shouldn't be used against him. Mr W said he'd incurred financial losses of around £3000 due to the incorrect information the bank had given to him.

Because Mr E didn't agree I've been asked to review the complaint.

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 know it will disappoint Mr W, but I agree with the investigators opinion. I'll explain why.

I've read and considered the whole file, but I'll concentrate my comments on those points which are most relevant to my decision. If I don't comment on a specific point, it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it in order for each what I think is the right outcome.

I've reviewed all the information that has been provided by Santander. I appreciate that Mr W feels very strongly about incorrect information he says was provided to him during a call in October 2022. Santander has conducted a search of its records to locate all calls made from Mr W's contact numbers. It hasn't found any calls in October 2022. The first record of a call from Mr W was some time after the date when the promotional period ended, so even if Santander did give incorrect information about the account on the call, this was given some time after the date when Mr W was aware (or should have been aware) that the promotional rate had ended and that interest would be charged.

Santander has stated that there is a record of Mr W contacting the bank on 14 December 2023 and again in August 2024. It accepts that he was given incorrect information during these calls and has paid compensation for the incorrect advice.

Mr W has suggested that Santander has failed to provide a reasonable explanation for not providing the call from October 2022. He has suggested that the call may have been deliberately erased, or simply not retained. I'm only able to reach a decision based on the available evidence. Based on what I've seen, the bank has conducted a search for all calls and hasn't located any calls from October 2022. There's nothing to suggest that the call has been deliberately erased. On the available evidence, I'm unable to conclude that there was a call in October 2022 during which Mr W was given incorrect advice.

I've reviewed the information which Santander sent to Mr W about the promotional rate of interest. Mr W was aware when he took out the card that the promotional rate was for 26 months. I can see that Santander sent a text to Mr W on 6 October 2022 advising him that the promotional rate was ending. This information was also available on Mr W's monthly statements. Based on what I've seen, I'm satisfied that Santander provided adequate information to Mr W about the date when the promotional rate of interest was ending.

Mr W has said that he never received statements and that he was unable to access information about his account online. I can see that Santander sent statements to Mr W. These are correctly addressed to Mr W's registered address so I'm unable to say why he

didn't receive them, but I don't think the fact that Mr W didn't receive them was due to an error by Santander. I don't doubt what Mr W has said about his difficulties in accessing the online service, but I can't see that he ever contacted Santander to report these difficulties or ask for assistance with accessing the online portal.

I appreciate that the bank has acknowledged that Mr W was given incorrect information when he called in December 2023 and August 2024. I've thought about whether the compensation paid by the bank for this error is sufficient to resolve the complaint. On balance, I'm satisfied that the compensation already paid is fair and reasonable. So, I won't be asking Santander to do anything further.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 7 July 2025.

Emma Davy
Ombudsman