

The complaint

Mr and Mrs A complain that The Mortgage Works (UK) Plc (TMW) didn't do enough to make the terms of their buy-to-let mortgage clear because it didn't send them a rate switch offer by post.

What happened

Mr and Mrs A's buy-to-let mortgage with TMW was on a fixed interest rate until 31 January 2025. In November 2024 Mr and Mrs A chose a new fixed rate product to start on 1 February 2025, the day after the previous fixed rate ended. They took a rate fixed at 4.44% until 31 December 2029, and added the £1,495 arrangement fee to the mortgage.

In June 2025 Mr and Mrs A obtained a redemption statement for the mortgage. It included an early repayment charge (ERC) of just over £10,000 and the £1,495 arrangement fee. Mr and Mrs A queried these charges and then made a complaint. They said that TMW hadn't sent them anything in writing about the ERC until they got the redemption statement.

TMW said that Mr and Mrs A had chosen the 4.44% fixed rate online and they had ticked a box to confirm they had read and understood the mortgage offer, which included details of the ERC and arrangement fee. It said it had done nothing wrong and it wouldn't waive the fees.

Mr and Mrs A referred their complaint to the Financial Ombudsman Service. Our Investigator didn't think TMW had done anything wrong.

Mr and Mrs A didn't accept that conclusion and asked for it to be reviewed. They said they had reviewed the mortgage offer online but they had never received a paper copy, and TMW was wrong not to have sent them one.

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.

TMW's records show that Mr and Mrs A selected and accepted the 4.44% fixed interest rate online on 11 November 2024. Those records also show that Mr A called it on the same day to see if the mortgage loan to value could be improved in order that he could get a lower interest rate. I've listened to a recording of that call. Towards the end of the call Mr A went through the steps online to accept the rate switch offer, and read out some of what he saw, which included: "please tick this box to confirm you have read....".

I'm satisfied that TMW made the offer available to Mr and Mrs A before they accepted it and that they accepted it online. I've looked carefully at the offer document and I find that the ERC, how much it could be, and the circumstances in which it would be payable were set out clearly. The offer said, at section 10:

"10. What happens if you do not want this mortgage any more?"

Early repayment charges

Until 31st December 2029, an early repayment charge is payable if you repay the mortgage or vary its terms, for example, by switching to another product. See the table below.”

It then set out cash examples of how much the ERC would be if the mortgage were repaid in full at different times and said:

“The early repayment charge will be based on the balance outstanding at the beginning of the month in which the mortgage is repaid. The maximum charge you could pay is £10,304.98, plus a fee which is currently £90.00.”

The £1,495 arrangement fee for the 4.44% interest rate product was also clear in the offer, and the offer didn’t say that additional borrowing would be available on the mortgage later – which I understand Mr and Mrs A have also queried.

TMW didn’t send Mr and Mrs A a copy of the offer by post. It wasn’t required to do so. I see no reason why it might not have sent Mr and Mrs A a copy had they asked for one, but I find nothing to indicate that they did. The offer and its terms were however set out clearly and made available to Mr and Mrs A, by accepting it they confirmed they had read and understood it, and they could have downloaded it and saved a copy had they chosen to do so.

In all the circumstances, while I realise this isn’t the outcome Mr and Mrs A were hoping for, I can’t reasonably require TMW to waive or refund the ERC or the arrangement fee. Those fees were set out clearly in the mortgage offer which Mr and Mrs A accepted, and TMW was under no obligation to send a paper copy of the offer.

My final decision

My final decision is that I don’t uphold this complaint. I make no order or award.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr A and Mrs A to accept or reject my decision before 11 November 2025.

Janet Millington
Ombudsman