

The complaint

Mr A complains that Santander UK Plc did not record that he had accepted its offer of a new interest rate product. As a result, the new product was not put in place.

What happened

Mr A has a mortgage with Santander. On 25 March 2024, Santander issued an offer for a fixed interest rate product of 6.05% to Mr A. He said that he spoke to Santander by phone and rejected that offer.

On 15 May 2024, Santander issued an offer for a fixed interest rate product of 6.15% to Mr A.

On 5 June 2024, Santander issued another offer for a fixed interest rate product of 6.15

Mr A said he told Santander by phone that he wanted to accept the offer – and Santander said there was nothing else he needed to do. But Mr A said he was later contacted by Santander as he was in arrears and he found out that Santander had not put in place the fixed rate he thought he'd agreed.

In August 2024, Santander sent Mr A an offer for a fixed interest rate of 6.06%. Mr A accepted the offer on 9 September 2024.

Mr A complains that Santander did not put in place the fixed rate he accepted. He wants Santander to backdate the rate and to amend his credit file.

The investigator did not think the complaint should be upheld. He thought Santander had given Mr A enough information to understand that the May offer had not been accepted. Mr A did not accept what the investigator said.

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.

Santander has given us evidence that for each of the mortgage offers it issued to Mr A it sent him an email. Each of the emails explained that to accept the offer, Mr A would need to go online.

Santander has also provided evidence that for each of the mortgage offers it issued in March, May and June 2024, it sent a reminder a few days before each of the offer was due to expire, that the offer had not been accepted and what Mr A needed to do to accept it.

On 3 May 2024, Santander also sent Mr A a letter to say that his existing rate had ended and his mortgage would be transferred to either the standard variable rate or follow-on rate.

I am satisfied that Santander gave Mr A clear, fair and not misleading information that his existing rate had ended and what he needed to do to accept the offer of a new interest rate

product on his mortgage.

Mr A said that he accepted the offer by phone. But the emails he was sent only allow the offers to be accepted online and Santander has confirmed it does not allow verbal acceptance of new products. Santander said it had no record of a phone call from Mr A where he accepts the offer. And Santander has given us evidence that it sent Mr A emails setting out that he hadn't accepted the offers and how long he had to accept them. I have not seen any evidence that Santander told Mr A that it had received his acceptance for any of the offers or that the new rate was in place.

I note Mr A said he did not receive the emails from Santander. But Santander has provided evidence that the emails were sent to the correct email address that matches the email address Mr A gave us. I think it is more likely than not that they were sent.

Overall, I am not persuaded that Santander has treated Mr A unfairly. On balance, I consider Santander gave Mr A enough information to know what he needed to do to accept the offers. There is no evidence that Mr A accepted the offers online and Mr A has not said he did that. Other than Mr A's recollection, there is no evidence that he accepted the rate by phone. And Santander said that would not have been possible.

Even if Mr A believed he had accepted the offer, Santander emailed him after that and said the offer had not been accepted. So it took reasonable steps to tell Mr A that the offer had not been accepted and what he needed to do. Mr A was given enough information to know that he needed to take further action if he wished to accept the new rate. As he did not do so, I do not consider that Santander would be required to backdate and of the interest rates.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 13 January 2025.

Ken Rose
Ombudsman