

## **The complaint**

Mr and Mrs L complain that Santander UK Plc hasn't provided them with information they requested about their mortgage. They'd like Santander to respond in full to all the questions set out in a letter provided to us.

## **What happened**

Mr and Mrs L took out a mortgage with Santander in 2002. They made a complaint in December 2020 that Santander had failed to provide:

- A screen dump of their mortgage account since it was executed in 2002.
- An explanation for saying it holds customer information for six years.
- An explanation of why the enduring power of attorney they say exists on their mortgage is needed, with a fully exhaustive list of all the circumstances for which it could be used, and for which it has been used. They asked Santander to clarify its statement that it had no record of a power of attorney on the account.
- Confirmation that it has their original wet signed mortgage deed. They say Santander conflated this with a request for a land registry title information document. They later asked if it received the mortgage deed when the mortgage was executed.
- An explanation of the meaning and relevance of three ANMF transaction codes (AIT, CST and CSF).
- Copies of the original and all subsequent terms and conditions for their account.

Mr and Mrs L are also unhappy with the way Santander dealt with their complaint. They ask for compensation for the time they've spent on this matter. They believe Santander is trying to coerce them into dealing with it by phone rather than in writing, and it hasn't met the principles in the Financial Conduct Authority's (FCA) handbook.

Santander said Mr and Mrs L's complaint about the power of attorney in the mortgage terms and conditions is outside this service's jurisdiction. This is because the provision was in place since (at least) 2007, and Mr and Mrs L were aware of it from 2014 (at the latest), and the provision itself sets out circumstances in which the power can be used. Mr L confirmed to our investigator that they're only asking if Santander has used this power and agreed this service would only look into this part of the complaint about the power of attorney.

I sent a provisional decision to the parties, saying there were times when Santander could have responded better to Mr and Mrs L. I said Santander should pay £200 compensation to Mr and Mrs L, which it agreed to do.

Mr L asked for confirmation Santander hadn't used its power of attorney on their mortgage. He rejected any suggestion they should ask for information via a subject access request, saying it was reasonable for them to expect Santander to comply with a written request. He said Santander should send a cheque for £200 to their address.

## **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.

We provide an informal dispute resolution service. However, we do of course have to follow the rules on how we operate, which are set by the Financial Conduct Authority and come from the statute which created our service. One of these rules is that we can't look into a complaint until the business – Santander – has had an opportunity to respond to the complaint.

Mr and Mrs L have raised new issues while the complaint has been with us, which I can't look into here. I will be looking into the complaints that Mr and Mrs L raised with Santander on 15 December 2020, and which they then brought to us, and their complaint raised in a letter dated 11 May 2021 about not receiving a response to their letter of 16 February 2021.

While I can assure Mr and Mrs L I've read everything they've sent, in keeping with our informal approach I won't comment on every point made. My role is to decide whether Santander made an error or treated Mr and Mrs L unfairly and, if so, what it should do to put matters right. I should also say that where the evidence is incomplete, inconclusive or contradictory, I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I've considered Mr L's comments following my provisional decision. Having done so, I think I've addressed his comments in my findings below (which are substantially as set out in my provisional decision).

#### *The request for a screen dump*

Mr and Mrs L say their request for a screen dump was reasonable and easily understood. They say that Santander was being deceitful in not providing this. I think it's more likely that Santander simply didn't understand what information Mr and Mrs L were asking for.

Mr and Mrs L told us their understanding of a screen dump is that the business will print out and send to them all information it holds about them. Mr and Mrs L said Santander did this in 2014 after they made a subject access request.

I think it's clear from Santander's responses to Mr and Mrs L's request for a screen dump that it didn't understand what they were asking for. It said it had no process for a screen dump.

Santander said it can search for relevant documents customers may need. It says Mr and Mrs L can make a data subject access request (DSAR) if they want to know what information Santander holds about them. Santander has confirmed that it can provide documents from 2002 onwards in response to a DSAR.

If Mr and Mrs L's request is for a specific document related to their account they can contact Santander about this. Our investigator provided information about how to make a DSAR request. This information is also available on Santander's website. Mr and Mrs L can find further information on the ICO website. I don't think it's fair and reasonable to require Santander to take any further steps in relation to Mr and Mrs L's request for a screen dump.

### *The power of attorney*

Santander misunderstood Mr and Mrs L's question about the enduring power of attorney they said applied to their account. It told them there was no record of a power of attorney registered on their account. It also gave them information about how to set one up. Mr and Mrs L say they were referring to a provision in the terms and conditions of the account which applied in 2007.

I don't think Santander was trying to confuse or deceive Mr and Mrs L when it responded to their question about the power of attorney. It misunderstood what they were asking for and provided the information it thought they wanted.

Santander has confirmed that the power of attorney in the terms and conditions has never been used in relation to Mr and Mrs L's mortgage. I don't think it's fair and reasonable to require Santander to take any further steps in relation to Mr and Mrs L's question about the power of attorney.

### *Mortgage deed*

Santander told Mr and Mrs L it doesn't hold the original wet signed mortgage deed. It says it's likely with Mr and Mrs L's solicitor. I think that's a fair response to their question.

Santander went on to provide the title number for Mr and Mrs L's property and said it had sent the title deeds to them in 2018. I don't think it was unfair for Santander to provide this additional information. I don't think it's fair and reasonable to require Santander to take any further steps in relation to Mr and Mrs L's question about the mortgage deed.

### *Explaining transaction codes*

Mr and Mrs L asked Santander to explain the meaning of three transaction codes. Mr L refers to the requirement for Santander to pay due regard to their interests and communicate information in a way which is clear, fair and not misleading. But this is, for instance, to allow customers to make decisions about their accounts, and monitor what's happened to their accounts. I don't agree that this means Santander has to provide all the information Mr and Mrs L might ask for.

I'm satisfied that the reason Santander didn't explain all of these codes was, as it said, because they are internal system codes which had no impact on Mr and Mrs L. Santander has told us that it's happy to provide a definition of the codes (which Mr L says he already has), but further information is commercially sensitive.

Mr L says the codes can't be commercially sensitive as they received "*a comprehensive and detailed 28 page document on the specific subject of ANMF transaction codes*" in the response to their subject access request in 2014. If Mr L has already received the information he wants about these codes, then I'm not sure why he'd need to ask for this again. If what Mr L is asking for is further or more detailed information about the codes, then I don't think he can rely on an argument that Santander has already provided the information. In the circumstances, I don't think it's fair and reasonable to require Santander to provide this information to Mr and Mrs L.

### *Copies of mortgage terms and conditions*

Mr and Mrs L responded to Santander's final response letter in February 2021. They asked for copies of the original and all subsequent terms and conditions for their account. I think Santander should have responded to this request. Santander provided copies of terms and conditions issued since 2002 which our investigator forwarded to Mr and Mrs L.

### *Did Santander meet FCA principles?*

It's unfortunate there was so much confusion about what Mr and Mrs L were requesting. I don't think this was deliberate on Santander's part. I think it responded to Mr and Mrs L in

good faith. I don't think it breached the FCA principles so as to make it fair and reasonable to require it to pay compensation to Mr and Mrs L or take further action.

### *Complaint handling*

As complaint handling isn't itself a regulated activity, I can't look into it unless it impacts on resolving the underlying complaint. This could have been the case here, in the sense that Santander might have gained a better understanding of what Mr and Mrs L were asking for if it had dealt with their complaint differently.

Santander made one unsuccessful attempt to call Mr and Mrs L before sending its final response letter. But, when deciding if it should have made more effort to contact Mr and Mrs L by phone, I need to take into account that Mr and Mrs L asked for a response in writing. They told us they prefer this – in fact, they said they feel Santander is trying to coerce them to use the phone rather than correspond in writing. Santander's written response provided a number for Mr and Mrs L to call if they felt it hadn't covered all their concerns. If Mr and Mrs L had felt they could better explain what they were asking for by phone they could have called Santander. Mr and Mrs L chose to respond in writing.

Santander didn't respond to Mr and Mrs L's further letter of complaint in May 2021. Most likely this was because the complaint related to the same subject matter as the complaint that was by that time with this service.

I think it's unlikely Mr and Mrs L's complaint would have been resolved sooner if Santander had called them, or if it had responded to their February 2021 letter. Mr and Mrs L continue to feel strongly that Santander acted unfairly when it didn't provide the information they feel they're entitled to.

Mr L says he's spent considerable time pursuing this complaint. I don't think it's fair and reasonable to require Santander to pay for his time. I think Santander responded to Mr and Mrs L's requests in good faith, providing the information it believed was being requested. That said, I agree with our investigator that there were some parts of Mr and Mrs L's requests that Santander could have dealt with better. It could have provided the definition of the transaction codes, which isn't commercially sensitive (albeit Mr L says he already has this). It could have said it hadn't used its power of attorney. As I said above, I think Santander should have responded to Mr and Mrs L's request for copies of the terms and conditions in February 2021.

### **Putting things right**

Santander agreed to pay £200 for the inconvenience caused by not responding differently to Mr and Mrs M's requests. In the circumstances, I think this is fair and reasonable compensation for any inconvenience caused.

### **My final decision**

My decision is that I uphold this complaint. I order Santander to pay £200 to Mr and Mrs L.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L and Mrs L to accept or reject my decision before 6 May 2022.

Ruth Stevenson  
**Ombudsman**