

## **The complaint**

Mr Y and Mr M have a buy to let mortgage with Bank of Ireland (UK) ("Bol") Mr Y complains about what happened when he asked Bol to make changes to the mortgage.

## **What happened**

Whilst this complaint is brought by both Mr Y and Mr M, as the mortgage is in both their names, our dealings have been solely with Mr Y, who told us this was his complaint. So I'll refer to him in this decision.

Mr Y wanted to add a third party to the Bol mortgage for a buy to let property which he held jointly with Mr M. Mr Y complained that the fees Bol would charge for this were too high. He initially said he wouldn't go ahead, but then discussed it with his solicitor, and decided to proceed. But Mr Y said the next time he called Bol, he was told that wasn't possible after all.

Mr Y said he complained, and was then told it was possible to add the extra party, but it would cost around £500, there would be a two week wait for the appointment to discuss this, and there was then no timeframe for the change to happen, if it was agreed.

Mr Y said Bol told him he'd need to update his address, and this would take a week to process, so would also delay things. Mr Y said he was supposed to be transferred to someone who would update his address, but then Bol hung up on him. Mr Y said he expected Bol to call back, but they didn't.

Mr Y said he had to call back to get his address changed, and although Bol then confirmed it had done this, it still sent his redemption statement to his old address. Mr Y said he wasn't on good terms with his old landlord, and he thought this person would use the information they'd obtained against him.

Mr Y said he decided to just pay off the mortgage then add the extra party to the deeds after this. He said it was difficult to get the redemption information, and Bol then couldn't just take payment. He said Bol then took an additional payment for his mortgage in August, and attempted to take payment for September. He wanted the overpayment back.

Finally, Mr Y also complained about the amount of time it took to contact Bol each time he called, and the time it took to lodge a complaint.

Mr Y said that being unable to add the third party to the mortgage meant they missed out on several thousands of pounds in tax allowances which that person would have been entitled to. And he said he'd been forced to buy out the mortgage earlier than he wanted, incurring greater redemption fees as a result.

He said Bol also ignored a number of points in his complaint about the poor customer service, and he didn't think the compensation paid was adequate.

Bol didn't think it had given Mr Y incorrect advice about adding someone to the mortgage. It said it could add someone to the deeds and to the mortgage. That involved a new lending application (which Bol calls "transfer of equity"). But it wouldn't just add someone to the deeds, without adding them to the mortgage (which BoE calls "transfer of title"), unless it was ordered to do so by a court.

Bol said Mr Y contacted it online on 1 July 2022, it had tried to call him back but didn't manage to get through. It spoke to him on 21 July, after he called again. It set out the costs then of a transfer of equity, and Mr Y didn't want to go ahead. Then in August he sent another online message, and Bol spoke to him on 11th August 2022. Mr Y said then that he only wanted to add another party to the deeds, and Bol said it couldn't do a transfer of title for him. Mr Y didn't want to add this person to the deeds and mortgage on this call, but he rang back later that day to go ahead. Mr Y's address had changed, and would need to be updated. Bol said it didn't know why this call then ended.

Mr Y's correspondence address was updated on 17 August. Mr Y told Bol he'd actually moved about a year earlier, and Bol told us it had issued correspondence to him at his old address during this time.

Bol said Mr Y got in touch on 18 August 2022 to get a redemption figure. He was given this on the call, and told he could ring back the next day to make payment.

Bol said it hadn't delayed Mr Y's redemption, or taken any extra payment. It collected a payment on 18 August. It gave Mr Y a redemption figure, and posted out a redemption statement, on 19 August. That figure allowed for the payment he'd made the day before. So Bol said no refund was due.

Bol also said it got the funds on 19 August, and sent deeds out on 12 September. Bol said it's supposed to release the deeds within 21 days of receipt of the funds and it had done that. Bol said it hadn't tried to take any further payment after Mr Y's mortgage was redeemed, and it advises customers to cancel the direct debit once the mortgage is paid off, explaining it can't do this for them.

Bol said it was sorry that some documents had been sent to the wrong address after it had updated Mr Y's address. It suggested that he might like to register with the CIFAS Protective Registration Service, which would mean extra checks were done if anyone applied for credit in Mr Y's name. Bol said it would pay £100 in compensation, which included the £20 cost of registering with the service.

Bol was also sorry if Mr Y had to wait longer for calls to be connected. It had been experiencing longer call waiting times than usual, due to staffing levels and recent changes to the economy. Bol said there are other ways to get in touch, which Mr Y has used previously. And it said it didn't know why the call on 11 August disconnected.

Our investigator didn't think this complaint should be upheld. She said Bol had demonstrated it followed the correct process for adding another party to the mortgage. It hadn't given Mr Y any incorrect advice, and it addressed his concerns in a timely manner.

Our investigator said that Mr Y's August 2022 payment wasn't duplicated, Bol had explained that the redemption amount was supplied after it had accounted for the 18 August payment, and there's nothing to suggest Bol then tried to take a further payment.

Finally, our investigator felt that despite Bol sending some correspondence to the old address, the payment of £100 was fair and reasonable, given that Mr Y had waited around a year before updating his address.

Mr Y didn't say which of the above points he didn't agree with. But he did say he wanted his complaint to be considered by an ombudsman, so it was passed to me for 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've reached the same overall conclusion on this complaint as our investigator.

I've listened to the calls Mr Y had with Bol where he discussed adding a party to the mortgage and deeds, or to the deeds alone. I'm satisfied that Bol explained it wouldn't add someone just to the deeds, not also the mortgage. And I think that's a reasonable thing for Bol to say, because adding someone to the deeds affects Bol's security for its lending.

Bol also told Mr Y if he wanted to add another party to the deeds and the mortgage, that would involve a full mortgage application. Again, I think that's a reasonable thing for Bol to say. If someone's taking on the obligation to pay the mortgage, by having their name added to it, then Bol has to make sure it's lending responsibly, and this person can afford the lending that they are accepting liability for.

Mr Y decided not to go ahead with this option, but instead to redeem the mortgage earlier than planned. I think that was his choice to make, and I don't think it would be fair and reasonable to hold Bol responsible for any financial consequences that Mr Y said he incurred as a result of that.

Mr Y also said Bol had been difficult to get in touch with, and call wait times were long. Bol says its sorry about this, and it does have other ways of getting in touch. I appreciate this would have been frustrating for Mr Y, but I can see Bol did attempt to contact Mr Y when he sent it messages. So I think Bol did attempt to reduce the impact of this problem on Mr Y. And, having listened to the relevant call recording, I'm not able to say that it's most likely Bol hung up on Mr Y. I don't know why that call dropped.

Bol says it didn't overcharge Mr Y on his mortgage. It's explained that his August redemption figure allowed for that month's payment, which had already been taken, and I've not seen anything to suggest that Bol then tried to take further payment. I've also not seen anything to suggest it delayed the redemption of Mr Y's mortgage or the return of his deeds.

Bol did accept it had sent some post to the wrong address, and it has apologised for this. Here, I think it's relevant to note that Mr Y told Bol he'd moved about a year earlier. During this time Bol was sending mail to the address it held for him. Mr Y hasn't explained why, if it was important not to have correspondence go to this address, he didn't update his details more promptly. Because of this, I haven't been able to decide that it's more likely the misdirected correspondence had the impact Mr Y described.

I've considered everything Mr Y said to us carefully, but I don't think Bol has to do more in this case than pay the £100 it has already offered. I have no reason to think that the offered payment is no longer available to Mr Y, if it hasn't already been made. So I'll leave it to Mr Y and to Bol to liaise over the payment of this amount. I understand that Mr Y will be

disappointed by this, but as I'm not asking Bol to do more than it has already offered, this complaint won't be upheld.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mr Y to accept or reject my decision before 11 May 2023.

Esther Absalom-Gough  
**Ombudsman**